



## City of Leavenworth

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### MEETINGS VIA ZOOM CONFERENCING September 8, 2020 Pacific Time (US and Canada)

#### Morning Study Session 8:30 AM to 11:30 AM

Join Zoom Meeting

<https://us02web.zoom.us/j/89232309260?pwd=Z2lOVtU4R1ZrTU5Z2XpWNS9TN1dLUT09>

Meeting ID: 892 3230 9260

Passcode: 309873

#### Afternoon Committee Meetings

**Economic Development 4:30-5:00 PM \* Parks 5:00 PM-5:30 PM \* Public Works 5:30-6:00 PM**

**Councilmembers will attend based on their specific assignments.**

Join Zoom Meeting

<https://us02web.zoom.us/j/85818471912?pwd=TIlyaVBVVEVDcWhiS09CUDMzL05Hdz09>

Meeting ID: 858 1847 1912

Passcode: 512635

#### Regular Evening Meeting Begins at 6:30 PM

Join Zoom Meeting

<https://us02web.zoom.us/j/81338284037?pwd=Qlg2YWhleXFXVW0yZ25la1BSQkoxdz09>

Meeting ID: 813 3828 4037

Passcode: 227388

**All Meetings allow for the same dial by your location option using the numbers listed below:**

+1 253 215 8782 US

**Or Find your local number:** <https://us02web.zoom.us/j/81338284037?pwd=Qlg2YWhleXFXVW0yZ25la1BSQkoxdz09>

**PLEASE TAKE NOTICE**, in consideration of the current COVID-19 pandemic, for the health and safety of the community, city staff, and councilmembers, City Hall is closed to the public.

We encourage all Councilmembers, Staff, and the public to utilize the Zoom Conferencing meeting feature. Staff will ensure hosting of the access approximately 10 minutes prior to each of the scheduled meetings; no meeting business may be discussed prior to the official opening of the meetings. The public is encouraged to submit written comments prior to the meetings by sending to the City Clerk at [financedir@cityofleavenworth.com](mailto:financedir@cityofleavenworth.com); comments via email will need to be submitted by no later than 5:00 PM on Monday, September 7, 2020 in order for them to be received and prepared for submission into the record; comments received for the evening meeting will be read aloud as part of the Comments From the Public on Items Not on the Agenda or during the discussion of specific items. If you would like to deliver comments, you may contact City Hall at (509) 548-5275 prior to 1:00 PM on Monday, September 7, 2020 to schedule an appointment for delivery. Comments received through US Mail will be included if they are received prior to the meetings.

# LEAVENWORTH CITY COUNCIL AGENDA

Leavenworth City Hall – Council Chambers

September 8, 2020 – 6:30 PM

## Call to Order

## Roll Call

## Consent Agenda

1. Approval of Agenda
2. Approval of August 25, 2020 Regular Meeting Minutes
3. August 2020 Payroll \$250,773.70
4. 2020 Claims \$443,673.76
5. Set Public Hearing on Ad Valorem (Property) Tax at 6:45 PM on October 27, 2020
6. Denial for Stop Sign at Evans / Benton Streets
7. Professional Services Agreement – Gray & Osborne Development Standards
8. WSDOT Construction & Maintenance Agreement for Parking Meters and Sensors – Approve and Ratify Agreement with WSDOT Concerning Smart Meters in the Form Signed by Mayor on 5/25/2020

### Council Committees – 2<sup>nd</sup> Tuesday

Economic Development 4:30 PM

Parks 5:00 PM

Public Works 5:30 PM

## Councilmember and Committee Reports

## Mayor / Administration Reports

## Comments from the Public on Items Not on the Agenda

## Public Hearing: Special Use Permit for RV Parking / Camping Permit

## Resolutions, Ordinances, Orders, and Other Business

9. Action: Special Use Permit for RV Parking / Camping Permit
10. Action: Ordinance XX-2020 Franchise Agreement between City and Falcon Video Communication L.P. aka Charter Communications – First Reading

## Information Items for Future Consideration

11. Finance Committee Budget Review & Special Meeting for Priorities Review if Needed – 9/22/2020 – 1:00 – 3:00 PM and 5:30 PM Regular Meeting

## Adjournment

(Next Ordinance is 1617 – Next Resolution is 17-2020)

## CONSENT AGENDA

1. **City Council Meeting Agenda:** This item is included under **TAB 1**.
2. **Regular Meeting Minutes – 8/25/2020:** This item is included under **TAB 2**.
3. **August 2020 Payroll:** This item is included under **TAB 3**.
4. **2020 Claims:** This item is included under **TAB 4**.
5. **Set Public Hearing on Ad Valorem (Property) Tax at 6:45 PM on October 27, 2020**

This public hearing is the first in a series of public hearings for the passage of the biennial budget that will be finalized in December 2020. This hearing is specific to taking public comment on the City's action to approve property tax collections for 2021; action by the Council is scheduled to occur following this hearing and will be proposed by Ordinance at the November 10, 2020 meeting.

There are no items included under **TAB 5**.

### 6. **Request for Stop Sign at Evans / Benton Streets**

Staff requests confirmation from the Council that Ms. Lauren Liebling's request for a stop sign at Evans and Benton Streets must be denied. The Public Safety Committee reviewed the request on August 25, 2020. Staff reviewed the intersection for accident history, visibility, multiple uses, and traffic volume; Public Safety Liaison Officer Sergeant Scott Lawrence conducted his own review of the request. The Council Policy for the installation of a stop sign is that the intersection must meet 3 of the 6 warrants previously noted. At that meeting on August 25, 2020, the Public Safety Committee recommended against the proposed change since the criteria required by the Warrants Checklist was not met; therefore, the Committee is now requesting the City Council's consideration for approval of the denial of the requested action per the adopted policy.

The following items are included under **TAB 6**:

- Warrants Checklist
- Request Letter

### 7. **Professional Services Agreement – Gray & Osborne Development Standards**

Staff seeks direction from Council to execute the proposed Professional Services Agreement (PSA) with Gray and Osborne Engineering to update and to prepare the City's Standard Construction details and notes. These revised standards will enable the City to provide thorough, clear, and consistent direction to developers and contractors for completing work within the City.

These standards describe the type of facilities such as hydrants, water connections, sewer manholes, street details, etc. that are required by the City in addition to (or in lieu of) the Washington State Handbook.

This long needed and overdue process began (in-house) in 2018 but it has since become evident that, due to staff time limitations, outside engineering consulting services were needed for completion of the project. The City's then on-call services engineering firm, Pacific Engineering, began consultation on the project; however, due to an illness of the principal in charge of the consultation for Pacific Engineering, the project was dropped. Staff is requesting Council's approval to allow the City's new on-call engineering firm, Gray & Osborne, to now complete the project.

The following item is included under **TAB 7:**

- Gray & Osborne Professional Services Agreement (PSA)

## **8. WSDOT Construction and Maintenance Agreement for Parking Meters and Sensors**

A Construction and Maintenance Agreement between the City and WA State Department of Transportation (WSDOT) was approved by the Council and signed by the Mayor at the August 25, 2020 City Council meeting. Upon final review by WSDOT, language was included to clarify the City's role in removing sensors prior to any road work completed by WSDOT, removal of sensors upon contract termination, the City's responsibility for enforcing metered parking regulations and collecting parking revenues, and costs associated with the City's failure to remove sensors prior to WSDOT completing road work. The changes were reviewed and accepted by City Attorney Tom Graafstra.

The following item is included under **TAB 8:**

- WSDOT Construction and Maintenance Agreement for Parking Meters and Sensors

## **SUPPLEMENTAL COUNCIL AGENDA**

## **9. Special Use Permit for RV Parking / Camping Permit**

The Leavenworth Municipal Code (LMC) Chapter 10.14 includes specific regulations for the use of RV Parking/Camping as a special use permit. The permit is issued by the City Council and then may be renewed three times by the City Administrator. Each permit/renewal is for up to seven days. Because the action is similar to a land use permit, it is appropriate that the review of this request be completed with a public hearing to provide an opportunity for the applicant and the public to comment.

Kristall's has been using its vacant lot to the west for RV Parking/Camping for several years; however, it only came to the City's attention after a noise complaint was received on July 17, 2020. Leah Mitchell has been the primary contact for addressing the complaint and subsequent application of the special use permit. The initial special use application was received August 17, 2020 and a revised application on August 24, 2020. On September 2, 2020, the City received a second complaint about the property having tent camping. The RV Parking permit requirements do not indicate if tent camping is permitted. The applicant has not requested tent camping or shown it on the site plan. The City Council will need to attach a condition to the permit addressing tent camping.



The LMC provides a specific list of criteria for issuing the permit, which staff has reviewed and determined to be adequate for the purpose of a temporary permit.

The following items are included under **TAB 9**:

- Draft Special Use Permit (approval)
- Application and Related File Documents
- **MOTION A:** *The Leavenworth City Council moves to approve the request for a special use permit pursuant to LMC 10.14, with the additional condition prohibiting tent camping.*
- **MOTION B:** *The Leavenworth City Council moves to approve the request for a special use permit pursuant to LMC 10.14, with the additional condition permitting tent camping.*

## **10. Ordinance XX-2020 Franchise Agreement between City and Falcon Video Communication L.P. aka Charter Communications – First Reading**

Staff requests Council direction to execute a ten-year franchise agreement with Falcon Video Communications aka Charter Communications. The Franchise Agreement will grant Charter authority to erect, construct, operate, and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during the term of the agreement. Per RCW [35A.47.040](#) Franchises and permits—Streets and public ways.

No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by the approving vote of at least a majority of the entire legislative body, nor

without being published at least once in a newspaper of general circulation in the city before becoming effective.

Per Legal Counsel, this item requires two readings. The second reading will take place on September 22, 2020.

The following item is included under **TAB 10:**

- Charter Communications Franchise Agreement

## **INFORMATION ITEMS FOR FUTURE CONSIDERATION**

### **11. Finance Committee Budget Review & Special Meeting for Priorities Review if Needed – 9/22/2020 – 1:00 – 3:00 PM and 5:30 PM Regular Meeting**

- There are no items included under **TAB 11.**

## **LEAVENWORTH CITY COUNCIL MINUTES**

### **August 25, 2020**

Mayor Carl J. Florea called the August 25, 2020 Leavenworth City Council meeting to order at 6:30 PM. This meeting was conducted via Zoom teleconference.

### **ROLL CALL**

Council Present: Mayor Carl J. Florea, Carolyn Wilson, Sharon Waters, Clint Strand, Jason Lundgren, Anne Hessburg, and Zeke Reister.

Staff Present: City Administrator Ana Cortez-Steiner, Chantell Steiner, Lilith Vespier, Herb Amick, and Sue Cragun.

Mayor Florea excused Councilmember Mia Bretz from the meeting.

### **APPROVAL OF THE CONSENT AGENDA**

#### **Consent Agenda**

1. Approval of Agenda
2. Approval of August 11, 2020 Study Session Minutes
3. Approval of August 11, 2020 Regular Meeting Minutes
4. 2020 Claims \$673,998.83
5. Mayoral Appointment of Councilmember Clint Strand to the Downtown Steering Committee
6. Approval of Agreement Between City of Leavenworth and DOT for Installation of Meters on Highway 2
7. Mayoral Proclamation – 100<sup>th</sup> Anniversary of Women’s Right to Vote

Councilmember Lundgren motioned to approve the consent agenda. The motion was seconded by Councilmember Waters and passed unanimously.

### **COUNCILMEMBER AND COMMITTEE REPORTS**

Councilmember Wilson reported that she attended the Parking Advisory Public Open House, Transportation Element Update, and Public Safety Committee meetings.

Councilmember Waters reported that she attended the Chelan County Resilience Wildfire Project meeting and stated that the group discussed the impacts on fire danger in the community. She attended the Latinx Advisory Group and stated that the group discussed strategies to slow the spread of COVID in the Latinx community. She attended the Chelan County Fire District 3 monthly meeting and stated that the Fire District has approved a Wildland Urban Interface (WUI) map, and noted that insurance companies are taking a closer look when insuring homes that have extra fuels around the property. She attended the Chelan Douglas Health District Board meeting and stated that there is a need to hire more nurses with more competitive wages in the area. She reported on the Cascade High School Rattlesnake Trail System planning and stated that she has a packet that she would like to share with the Council. She noted that the local schools can use the area for education purposes. Additionally, she attended the Chelan County Commissioners meeting regarding short term rentals in the County, the Planning Commission Transportation Element Update workshop, the Leavenworth Chamber of Commerce meeting, the Greater Leavenworth Museum Board meeting, the Parking Advisory Committee Public

Open House, the Downtown Steering Committee, and the Upper Valley Parks & Recreation Service Area (PRSA) meeting.

Councilmember Strand reported on the Public Safety Committee meeting and stated that activity around the Blackbird Island Bridge has lessened, a suspect has been arrested for prowling vehicles at the local trail heads, and search and rescues are still taking place in the area. He said that emergency services are looking into access issues and striping along the Front Street closure, as a high traffic situation may cause an access issue. He reported on the Finance Committee meeting and stated that for the month of June, retail sales tax was 77% of last year, lodging tax was 61.7% for the same period, and parking revenue for the month of July was 103% of last year.

Councilmember Lundgren reported on the Upper Valley Parks & Recreation Service Area (PRSA) meeting and stated that the pool resurfacing has been completed. He said that the group discussed items that they wish to add in the coming years, such as landscaping, a slide, or a covered structure. He noted that the PRSA will end in a year and a half and the group is exploring opportunities for the taxing district, which will need to be on the ballot in 2022; they will focus on strategic visioning and another tax levy. He said that there was also visioning for the Osborn Property as a potential community center. On a final note, he said that Chelan County Commissioner Bob Bugert was in attendance and addressed a valley wide trails plan, the river recreation survey, and what Sports & Recreation taxing districts may look like in the County.

Councilmember Hessburg reported on the Parking Advisory Committee Public Open House and stated that there was good public attendance and engagement. She said that the Committee addressed the proposed parking rate schedule, residential zoned parking program, parking lot options for employee parking, and that there will be more open houses in the future; the group wishes to reach more residents and receive more feedback. She also attended the Public Safety and Finance Committee meetings.

Councilmember Reister reported that he attended the Leavenworth Area Promotions (LAP), Downtown Steering, and Housing Committee meetings. He said that the LAP Committee is limiting spending due to COVID, although they are working on a marketing campaign on keeping yourself safe in Leavenworth. He said that the Housing Committee discussed an option of the City providing approved plans for accessory dwelling units (ADU's), which will save the builder approximately \$15,000 on a plan set. He said that the cost of providing up to three options would have a cost of approximately \$30,000 - \$50,000. He said that Mr. John Sutherland was in attendance and addressed his experience with workforce housing; Mr. Sutherland will provide additional information, based on his research, at a future meeting. He said that Chelan County Commissioner Bob Bugert addressed tiny homes and the transfer of development rights. There was also a request to extend future meetings to 40 – 60 minutes.

## **MAYOR/ADMINISTRATION REPORTS**

Mayor Carl Florea began by sharing a short film entitled Dangerous Women, which celebrates the 100<sup>th</sup> Anniversary of women winning the right to vote. The film was created by Rhona Baron; participants included Carolyn Wilson, Emily Abbot, Susan Buttrille, Becky Fishburne, Momi Palmieri, and Rhona Baron. Following the film, Mayor Florea read a Proclamation by the Mayor and City Council in honor of the 100<sup>th</sup> Anniversary of the certification and ratification of the 19<sup>th</sup> Amendment to the United States Constitution, which gave women the right to vote.

City Administrator Ana Cortez-Steiner reported that the Parking Advisory Committee Public Open House was successful. She thanked Downtown Ambassador Kelley Lemons and Executive Assistant Sue Cragun for getting the word out to the Community. She reported on the Downtown Steering

Committee and stated that the group discussed a community process to roll out the Downtown Master Plan concept in 2021; stakeholders will be an important part of the process. She reported that the City has executed a contract with Chelan County Emergency Management for \$5,990.40, which is the annual contract for 2021. She provided an update on the Osborn Property and stated that hazardous testing has been completed and the site is clean; asbestos related activities will have remediation costs of approximately \$100,000. She said that the City will have a better idea of what purchase price is consistent with the findings at the end of the month. She reported on the Downtown Front Street closure and stated that Front Street will remain closed through the end of the year, with the understanding that if snow comes early, the process will be changed. She noted that the Special Use Permits for the downtown merchants will be expiring in November. On a final note, she stated that Councilmembers have requested that the September Study Session include direction on communication protocols, and to revisit different options for Council participation at City meetings.

Finance Director Chantell Steiner reported that the Festhalle Fund will have expended approximately \$65,000 to date of the \$70,000 that has been transferred; \$5,500 is still remaining. The current check run contains \$3,700 in refunds for cancelled events and \$500 for claims. She said that retail sales tax is trending approximately 10% above her predicted cuts, lodging tax is trending approximately 16% above those cuts, and parking revenue is trending approximately 10% above those cuts. She noted that August parking revenue should have significant increases due to there being 5 weekends versus 4 in the previous year. She provided a brief update on false alarms and stated that false alarms have been increasing since COVID began. She explained that the City is billed \$75 per false alarm event as part of their annual contract cost and the City does not charge the customer for the first 2 false alarms each year; all others are billed at \$75 each. On a final note, she stated that the WaterSMART Grant for the Water Meter Replacement project has been completed.

Development Services Manager Lilith Vespier reported that the public meeting for the Transportation Element Update went very well; the next meeting is scheduled for September 16, 2020. She provided a brief update on the WUI mapping process and regulations. She reported on the Housing Committee meeting and stated that Commissioner Bugert has requested additional comments on short term rentals in the County. She said that there will be an approval process for a Recreational Vehicle / Camping Permit for Kristall's Restaurant at the next City Council meeting. She said that on September 27<sup>th</sup> at 10:00 AM is a public hearing before the Hearing Examiner, which includes two items; a variance request and a shoreline development permit. She went on to report on the numbers of Special Use Permits that have been issued for the downtown street closure, the pre-hearing brief on the Riverstone appeal, and the upcoming special joint meeting with the City Council and Planning Commission on September 2, 2020 at 6:30 PM.

Public Works Director Herb Amick reported that the pre-construction meetings for the Whitman Street Pilot Pavement project and South Interceptor Replacement project have taken place; both projects are underway.

#### **COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA**

Corrine Hoffman stated that the 20 acres at Rattlesnake Hill will be a great educational opportunity for the community.

#### **PRESENTATION: CHUMSTICK WILDFIRE COALITION – DIRECTOR CORRINE HOFFMAN**

Chumstick Wildfire Stewardship Coalition Director Corrine Hoffman began with a PowerPoint presentation on becoming a fire adapted community. She addressed the roles within fire adapted

communities beginning with civic leaders, developers and business owners, first responders, land managers, and home owners. She said that the City's involvement includes education and outreach to raise awareness and interest, provide community assistance and guidance, and finding and facilitating "sparkplugs". She addressed partnership opportunities, clean-up projects, regulations and solutions, the use of social media and marketing to get the word out, and providing property owners and residents with simple and direct steps to help reduce a home's wildfire risk by preparing the home and property before wildfire strikes. On a final note, she stressed that concentration on the downtown core is the most important step for the City of Leavenworth; clean-up efforts in the outskirts can help protect the community.

## **RESOLUTIONS, ORDINANCES, ORDERS, AND OTHER BUSINESS**

None.

## **INFORMATION ITEMS FOR FUTURE CONSIDERATION**

8. Joint Meeting with the City Council and Planning Commission on September 2, 2020 at 6:30 PM.

## **EXECUTIVE SESSION: RCW 42.30.110 (1)(i)(ii) PENDING LITIGATION**

Councilmember Wilson motioned to recess into executive session at 8:10 for 30 minutes under RCW 42.30.110 (1)(i)(ii) to discuss pending litigation with no action to be taken. The motion was seconded by Councilmember Waters and passed unanimously.

Mayor Florea reconvened the regular City Council meeting at 8:40 PM.

## **ADJOURNMENT**

Seeing no other business, Councilmember Waters motioned to adjourn the August 25, 2020 meeting of the Leavenworth City Council. The motion was seconded by Councilmember Hessburg and passed unanimously.

The meeting adjourned at 8:41 PM.

**APPROVED**

**ATTEST**

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**Carl J. Florea**  
Mayor

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**Chantell Steiner**  
Finance Director / City Clerk

**CHECK REGISTER**

City Of Leavenworth  
MCAG #: 0222

08/01/2020 To: 08/31/2020

Time: 08:05:44 Date: 08/28/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4435	08/05/2020	Payroll	10	EFT	Salvador Alvarez	2,716.90	July Payroll
4436	08/05/2020	Payroll	10	EFT	Herbert R Amick	4,193.17	July Payroll
4437	08/05/2020	Payroll	10	EFT	Ara P Arakelian	2,563.27	July Payroll
4438	08/05/2020	Payroll	10	EFT	Mark Barnes	2,925.43	July Payroll
4439	08/05/2020	Payroll	10	EFT	Brian S Boblenz	1,678.75	July Payroll
4440	08/05/2020	Payroll	10	EFT	Margaret R Boles	2,228.79	July Payroll
4441	08/05/2020	Payroll	10	EFT	Thomas R Bolin	1,661.39	July Payroll
4442	08/05/2020	Payroll	10	EFT	Kyle B Breaux	2,452.26	July Payroll
4443	08/05/2020	Payroll	10	EFT	Marvin Breshears	2,795.68	July Payroll
4444	08/05/2020	Payroll	10	EFT	Mi-Sook T Bretz	460.48	July Payroll
4445	08/05/2020	Payroll	10	EFT	ToveAnn Brownlee-Delte	404.40	July Payroll
4446	08/05/2020	Payroll	10	EFT	Douglas R Compau	1,352.35	July Payroll
4447	08/05/2020	Payroll	10	EFT	Ramon Cortez	3,149.76	July Payroll
4448	08/05/2020	Payroll	10	EFT	Ana M Cortez	4,479.80	July Payroll
4449	08/05/2020	Payroll	10	EFT	Sue Z Cragun	2,052.71	July Payroll
4450	08/05/2020	Payroll	10	EFT	Manuel T Diaz	2,365.57	July Payroll
4451	08/05/2020	Payroll	10	EFT	Richard W Emmons	3,476.72	July Payroll
4452	08/05/2020	Payroll	10	EFT	Andrea K Fischer	1,923.82	July Payroll
4453	08/05/2020	Payroll	10	EFT	Carl J Florea	1,181.45	July Payroll
4454	08/05/2020	Payroll	10	EFT	Tami A Gates	2,189.78	July Payroll
4455	08/05/2020	Payroll	10	EFT	Derek L Gildersleeve	1,461.78	July Payroll
4456	08/05/2020	Payroll	10	EFT	Anne Hessburg	460.48	July Payroll
4457	08/05/2020	Payroll	10	EFT	James A High	3,272.22	July Payroll
4458	08/05/2020	Payroll	10	EFT	Larry Hills	1,251.46	
4460	08/05/2020	Payroll	10	EFT	Jason Lundgren A	460.48	July Payroll
4461	08/05/2020	Payroll	10	EFT	Tessa R McCormick	2,600.66	July Payroll
4462	08/05/2020	Payroll	10	EFT	Robert C McCurdy Jr	2,708.10	July Payroll
4463	08/05/2020	Payroll	10	EFT	Antonio L Muro	4,211.13	July Payroll
4464	08/05/2020	Payroll	10	EFT	Gary Parsley	2,409.54	July Payroll
4465	08/05/2020	Payroll	10	EFT	Galen Presler	2,312.16	July Payroll
4466	08/05/2020	Payroll	10	EFT	Angela D Reinhart	2,414.44	July Payroll
4467	08/05/2020	Payroll	10	EFT	Zeke S Reister	460.48	July Payroll
4468	08/05/2020	Payroll	10	EFT	John J Schons	3,919.89	July Payroll
4469	08/05/2020	Payroll	10	EFT	Chantell Steiner	3,831.71	July Payroll
4471	08/05/2020	Payroll	10	EFT	Matthew B Thomason	1,791.23	July Payroll
4472	08/05/2020	Payroll	10	EFT	Tracy L Valentine	3,614.33	July Payroll
4473	08/05/2020	Payroll	10	EFT	Lilith Vespier	3,737.88	July Payroll
4474	08/05/2020	Payroll	10	EFT	Joel T Walinski	6,945.49	July Payroll
4475	08/05/2020	Payroll	10	EFT	Sharon F Waters	392.15	July Payroll
4476	08/05/2020	Payroll	10	EFT	Carolyn A Wilson	460.48	July Payroll
4477	08/05/2020	Payroll	10	EFT	Kristian L Winston	1,758.34	July Payroll
4489	08/05/2020	Payroll	10	EFT	Cashmere Valley Bank	43,464.62	941 Deposit for Pay Cycle(s) 08/05/2020 - 08/05/2020
4490	08/05/2020	Payroll	10	EFT	Dept of Retirement System	37,228.43	Pay Cycle(s) 08/05/2020 To 08/05/2020 - Deferred Comp -State; Pay Cycle(s) 08/05/2020 To 08/05/2020 - PERS 2; Pay Cycle(s) 08/05/2020 To 08/05/2020 - PERS 3
4491	08/05/2020	Payroll	10	EFT	Washington State Support Registry	642.25	Pay Cycle(s) 08/05/2020 To 08/05/2020 - Child Support
4459	08/05/2020	Payroll	10	31206	Kelley J Lemons	2,852.26	July Payroll
4470	08/05/2020	Payroll	10	31207	Clinton L Strand	460.48	July Payroll
4492	08/05/2020	Payroll	10	31208	American Fidelity Assurance Company	147.20	Pay Cycle(s) 08/05/2020 To 08/05/2020 - AF - Life; Pay Cycle(s) 08/05/2020 To 08/05/2020 - AF - Cancer

# CHECK REGISTER

City Of Leavenworth  
MCAG #: 0222

08/01/2020 To: 08/31/2020

Time: 08:05:44 Date: 08/28/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4493	08/05/2020	Payroll	10	31209	Armada Corp.	96.66	Pay Cycle(s) 08/05/2020 To 08/05/2020 - Garnishment #3
4494	08/05/2020	Payroll	10	31210	Credit Service of Central Wa Inc	769.99	Pay Cycle(s) 08/05/2020 To 08/05/2020 - Garnishment #5
4495	08/05/2020	Payroll	10	31211	HRA VEBA Trust	2,320.00	Pay Cycle(s) 08/05/2020 To 08/05/2020 - VEBA
4496	08/05/2020	Payroll	10	31212	Hartford Life Insurance	500.00	Pay Cycle(s) 08/05/2020 To 08/05/2020 - Hartford 457
4497	08/05/2020	Payroll	10	31213	Inland Empire Teamsters	34,692.00	Pay Cycle(s) 08/05/2020 To 08/05/2020 - Health Insurance
4498	08/05/2020	Payroll	10	31214	Local Union #760	1,408.00	Pay Cycle(s) 08/05/2020 To 08/05/2020 - Union Dues
4767	08/20/2020	Payroll	10	EFT	Salvador Alvarez	600.00	August 2020 Draw
4768	08/20/2020	Payroll	10	EFT	Herbert R Amick	1,200.00	August 2020 Draw
4769	08/20/2020	Payroll	10	EFT	Ara P Arakelian	1,200.00	August 2020 Draw
4770	08/20/2020	Payroll	10	EFT	Mark Barnes	1,000.00	August 2020 Draw
4771	08/20/2020	Payroll	10	EFT	Brian S Boblenz	650.00	August 2020 Draw
4772	08/20/2020	Payroll	10	EFT	Margaret R Boles	1,643.90	August 2020 Draw
4773	08/20/2020	Payroll	10	EFT	Thomas R Bolin	1,300.00	August 2020 Draw
4774	08/20/2020	Payroll	10	EFT	Kyle B Breaux	1,200.00	August 2020 Draw
4775	08/20/2020	Payroll	10	EFT	Marvin Breshears	800.00	August 2020 Draw
4776	08/20/2020	Payroll	10	EFT	Ana M Cortez	2,500.00	August 2020 Draw
4777	08/20/2020	Payroll	10	EFT	Sue Z Cragun	1,000.00	August 2020 Draw
4778	08/20/2020	Payroll	10	EFT	Manuel T Diaz	800.00	August 2020 Draw
4779	08/20/2020	Payroll	10	EFT	Richard W Emmons	1,100.00	August 2020 Draw
4780	08/20/2020	Payroll	10	EFT	Andrea K Fischer	500.00	August 2020 Draw
4781	08/20/2020	Payroll	10	EFT	Tami A Gates	1,200.00	August 2020 Draw
4782	08/20/2020	Payroll	10	EFT	Derek L Gildersleeve	1,300.00	August 2020 Draw
4783	08/20/2020	Payroll	10	EFT	Larry Hills	1,000.00	August 2020 Draw
4784	08/20/2020	Payroll	10	EFT	Robert C McCurdy Jr	700.00	August 2020 Draw
4785	08/20/2020	Payroll	10	EFT	Antonio L Muro	797.00	August 2020 Draw
4786	08/20/2020	Payroll	10	EFT	Gary Parsley	900.00	August 2020 Draw
4787	08/20/2020	Payroll	10	EFT	Galen Presler	1,000.00	August 2020 Draw
4788	08/20/2020	Payroll	10	EFT	Angela D Reinhart	1,200.00	August 2020 Draw
4789	08/20/2020	Payroll	10	EFT	John J Schons	1,200.00	August 2020 Draw
4790	08/20/2020	Payroll	10	EFT	Chantell Steiner	1,500.00	August 2020 Draw
4791	08/20/2020	Payroll	10	EFT	Matthew B Thomason	800.00	August 2020 Draw
4792	08/20/2020	Payroll	10	EFT	Tracy L Valentine	974.00	August 2020 Draw
4793	08/20/2020	Payroll	10	EFT	Kristian L Winston	1,400.00	August 2020 Draw
						93,311.88	
001 Current Expense						93,311.88	
101 Streets						26,773.98	
104 Lodging Tax						22,050.66	
402 Garbage						24,012.14	
403 Water						34,498.40	
404 Sewer						33,331.56	
410 Stormwater						2,346.09	
415 Parking						4,913.57	
501 Equip Rental & Revolving Fund						9,535.42	
						250,773.70	Payroll:
						250,773.70	

250,773.70 Payroll: 250,773.70

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<b>32953</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>5760 Amazon/SYNC</b>	<b>872.00</b>	<b>Various</b>
514 20 31 000			Office & Operating Suppli	001 000 514	Current Expens 8.25 Office Supplies
536 50 31 000			Office & Operating Suppli	001 000 536	Current Expens 41.16 Office Supplies
537 80 31 000			Office & Operating Suppli	402 000 537	Garbage 48.78 Garbage - Phone Supplies
548 68 31 000			Office & Operating Suppli	501 000 548	Equip Rental & 124.40 Office Supplies
548 68 31 000			Office & Operating Suppli	501 000 548	Equip Rental & 97.64 Shop Supply
548 68 31 000			Office & Operating Suppli	501 000 548	Equip Rental & 50.64 Shop Shirt
548 68 31 000			Office & Operating Suppli	501 000 548	Equip Rental & 10.90 Shop Supply
548 68 34 001			SPFI-Garbage Truck	501 000 548	Equip Rental & 12.30 Garbage Truck
559 30 31 000			Office & Operating Suppli	001 000 559	Current Expens 6.91 M. Barnes Batteries
576 80 31 000			Office & Operating Suppli	001 000 576	Current Expens 189.22 Parks - COVID
576 80 31 000			Office & Operating Suppli	001 000 576	Current Expens 59.74 Office Supplies
576 80 31 000			Office & Operating Suppli	001 000 576	Current Expens 163.78 Parks - Gloves
594 18 62 000			Public Works Facility Ren	001 000 594	Current Expens 58.28 PW Remodel
<b>32977</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10877 American Water Works Assoc.</b>	<b>366.00</b>	<b>AWWA Membership Fee - T. Valentine</b>
534 80 49 000			Misc/Reg/Dues/Subscripti	403 000 534	Water 366.00
<b>32969</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>4236 Blue Tarp Financial, Inc.</b>	<b>39.99</b>	<b>Membership Renewal</b>
548 68 49 000			Misc-Reg/Dues/Subscripti	501 000 548	Equip Rental & 39.99
<b>32978</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>123 Cascade Analytical, Inc.</b>	<b>62.00</b>	<b>WTP Water Testing</b>
534 80 41 000			Water Testing	403 000 534	Water 62.00
<b>32979</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>123 Cascade Analytical, Inc.</b>	<b>97.00</b>	<b>WTP Water Testing For Quality Complaint</b>
534 80 41 000			Water Testing	403 000 534	Water 97.00
			Total Cascade Analytical, Inc.		159.00
<b>32936</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>6084 Cascade Quality Water</b>	<b>98.03</b>	<b>Parks Water</b>
576 80 31 000			Office & Operating Suppli	001 000 576	Current Expens 98.03
<b>32937</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>6084 Cascade Quality Water</b>	<b>15.08</b>	<b>WWTP Water</b>
535 80 32 000			Operating Supplies-Trtmn	404 000 535	Sewer 15.08
<b>32938</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>6084 Cascade Quality Water</b>	<b>75.40</b>	<b>Shop Water</b>
548 68 31 000			Office & Operating Suppli	501 000 548	Equip Rental & 75.40

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<b>32939</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>6084</b>		
			<b>Cascade Quality Water</b>	<b>31.79</b>	<b>City Hall Water</b>
	518 30 31 000	Office & Operating Suppli	001 000 518	31.79	Current Expens
Total Cascade Quality Water				220.30	
<b>32928</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>2313</b>		
			<b>Chelan County PUD</b>	<b>23.47</b>	<b>Ward Strasse Street Lights</b>
	542 63 47 000	Utilities	101 000 542	23.47	Streets
<b>32929</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>2313</b>		
			<b>Chelan County PUD</b>	<b>783.36</b>	<b>Street Lights</b>
	542 63 47 000	Utilities	101 000 542	783.36	Streets
<b>32931</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>2313</b>		
			<b>Chelan County PUD</b>	<b>20.72</b>	<b>Price &amp; Pine Street Lights</b>
	542 63 47 000	Utilities	101 000 542	20.72	Streets
<b>32932</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>2313</b>		
			<b>Chelan County PUD</b>	<b>68.55</b>	<b>Icicle Train Station</b>
	557 30 47 002	Utilities - Icicle Station	104 000 557	68.55	Lodging Tax
<b>32933</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>2313</b>		
			<b>Chelan County PUD</b>	<b>136.13</b>	<b>WTP / Ski Hill Pump Station</b>
	534 80 47 000	Utilities	403 000 534	136.13	Water
<b>32934</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>2313</b>		
			<b>Chelan County PUD</b>	<b>17.12</b>	<b>WTP / Ski Hill Reservoir</b>
	534 80 47 000	Utilities	403 000 534	17.12	Water
Total Chelan County PUD				1,049.35	
<b>32964</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>171</b>		
			<b>Cintas Corporation Loc #607</b>	<b>95.41</b>	<b>Mats &amp; Supplies</b>
	518 30 48 000	Repairs & Maintenance Ci	001 000 518	13.76	Current Expens
	535 80 48 000	Repairs & Maintenance	404 000 535	16.23	Sewer
	548 68 48 000	Repairs & Maintenance	501 000 548	48.09	Equip Rental &
	576 80 48 000	Repairs & Maintenance	001 000 576	17.33	Current Expens
<b>32980</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>171</b>		
			<b>Cintas Corporation Loc #607</b>	<b>95.41</b>	<b>Mats &amp; Supplies</b>
	518 30 48 000	Repairs & Maintenance Ci	001 000 518	13.76	Current Expens
	535 80 48 000	Repairs & Maintenance	404 000 535	16.23	Sewer
	548 68 48 000	Repairs & Maintenance	501 000 548	48.09	Equip Rental &
	576 80 48 000	Repairs & Maintenance	001 000 576	17.33	Current Expens

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	Total Cintas Corporation Loc #607	190.82	
<b>32950 09/09/2020 09/09/2020 174</b>	<b>City Of Leavenworth</b>	<b>15,512.14</b>	<b>City Utility Bills</b>
518 30 47 000 Utilities	001 000 518 Current Expens	358.26	
534 80 47 000 Utilities	403 000 534 Water	261.90	
534 80 47 000 Utilities	403 000 534 Water	38.88	
534 80 47 000 Utilities	403 000 534 Water	38.88	
535 80 47 000 Utilities	404 000 535 Sewer	963.31	
536 50 47 000 Utilities	001 000 536 Current Expens	3,272.08	
548 68 47 000 Utilities	501 000 548 Equip Rental &	84.66	
557 30 41 003 ProSvs-Recycling Collecti	104 000 557 Lodging Tax	218.56	
557 30 47 000 Utilities-Street Cans	104 000 557 Lodging Tax	3,694.60	
557 30 47 001 Utilities-Restrooms	104 000 557 Lodging Tax	106.06	
557 30 47 001 Utilities-Restrooms	104 000 557 Lodging Tax	42.33	
557 30 47 001 Utilities-Restrooms	104 000 557 Lodging Tax	346.27	
557 30 47 001 Utilities-Restrooms	104 000 557 Lodging Tax	1,393.74	
557 30 47 001 Utilities-Restrooms	104 000 557 Lodging Tax	66.65	
575 48 47 000 Utility Services	110 000 575 Leavenworth C:	616.65	
575 48 47 000 Utility Services	110 000 575 Leavenworth C:	64.92	
576 20 47 000 Utilities	176 000 576 Community Sw	251.35	
576 80 47 000 Utilities	001 000 576 Current Expens	112.82	
576 80 47 000 Utilities	001 000 576 Current Expens	287.86	
576 80 47 000 Utilities	001 000 576 Current Expens	48.15	
576 80 47 000 Utilities	001 000 576 Current Expens	551.67	
576 80 47 000 Utilities	001 000 576 Current Expens	42.32	
576 80 47 000 Utilities	001 000 576 Current Expens	38.88	
576 80 47 000 Utilities	001 000 576 Current Expens	292.08	
576 80 47 000 Utilities	001 000 576 Current Expens	806.20	
576 80 47 000 Utilities	001 000 576 Current Expens	364.35	
576 80 47 000 Utilities	001 000 576 Current Expens	129.45	
576 80 47 000 Utilities	001 000 576 Current Expens	129.45	
576 80 47 000 Utilities	001 000 576 Current Expens	162.15	
576 80 47 000 Utilities	001 000 576 Current Expens	136.64	
576 80 47 000 Utilities	001 000 576 Current Expens	40.52	
576 80 47 000 Utilities	001 000 576 Current Expens	40.52	
576 80 47 000 Utilities	001 000 576 Current Expens	133.27	
576 80 47 000 Utilities	001 000 576 Current Expens	87.27	
576 80 47 000 Utilities	001 000 576 Current Expens	157.87	
576 80 47 000 Utilities	001 000 576 Current Expens	66.65	
576 80 47 000 Utilities	001 000 576 Current Expens	64.92	

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<b>32959</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>185</b>		
			<b>Code Publishing Co., Inc</b>	<b>436.78</b>	<b>Web Update - Ordinances 1612-1616</b>
	518 90 41 002	LMC-ProSvs	502 000 518 Central Service	436.78	
<b>32976</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>9851</b>		
			<b>Consolidated Technology Services</b>	<b>425.00</b>	<b>Web Platform - Maintenance &amp; Support</b>
	518 90 41 004	Website Design-ProSvs	502 000 518 Central Service	425.00	
<b>32974</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>8282</b>		
			<b>Convenience Store Coaching, LLC</b>	<b>1,866.00</b>	<b>Festhalle Management Services</b>
	575 48 41 000	Managerial Services	110 000 575 Leavenworth C:	1,386.00	
	575 48 41 001	Janitorial Services	110 000 575 Leavenworth C:	480.00	
<b>32975</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>8282</b>		
			<b>Convenience Store Coaching, LLC</b>	<b>4,360.00</b>	<b>COVID - 19 Downtown &amp; Weekend Restrooms</b>
	557 30 31 001	Operating Supplies - COV	104 000 557 Lodging Tax	4,360.00	
			Total Convenience Store Coaching, LLC	6,226.00	
<b>32943</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10660</b>		
			<b>Cortez, Ana</b>	<b>2,226.00</b>	<b>A. Cortez Moving Expenses Per Empolyment Contract</b>
	513 10 43 000	Travel-Lodging/Meals/Mi	001 000 513 Current Expens	2,226.00	
<b>32955</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>256</b>		
			<b>Divco, Inc.</b>	<b>4,478.83</b>	<b>New HVAC Compressor For Festhalle</b>
	575 48 48 000	Repairs & Maintenance	110 000 575 Leavenworth C:	4,478.83	
<b>32956</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>256</b>		
			<b>Divco, Inc.</b>	<b>4,477.24</b>	<b>New HVAC Compressor For City Hall</b>
	518 30 48 000	Repairs & Maintenance Ci	001 000 518 Current Expens	4,477.24	
			Total Divco, Inc.	8,956.07	
<b>32963</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10444</b>		
			<b>Duncan Parking Technologies</b>	<b>22,882.50</b>	<b>Core, Drill &amp; Install Meter Poles - 50% Down</b>
	595 65 60 004	Downtown Parking Impro	415 000 595 Parking	22,882.50	
<b>32957</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10626</b>		
			<b>Fehr &amp; Peers</b>	<b>5,470.52</b>	<b>Leavenworth Transportation Element</b>
	558 60 41 011	Pro.Svs. - Tranportation E	001 000 558 Current Expens	5,470.52	
<b>32944</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>298</b>		
			<b>Firefly Inc.</b>	<b>855.41</b>	<b>Shadow Protect Server Backup - Quantity 3</b>
	518 90 41 000	Professional Services	502 000 518 Central Service	855.41	

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<b>32960</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>298</b>		
			<b>Firefly Inc.</b>	<b>1,630.96</b>	<b>Web / Email Hosting, Remote Access Agent &amp; Server Management.</b>
518 90 41 000	Professional Services	502 000 518	Central Service	1,630.96	
Total Firefly Inc.				2,486.37	
<b>32945</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>319</b>		
			<b>Gibbs Graphics LLC</b>	<b>303.24</b>	<b>New Public Notice Signs</b>
558 60 31 000	Office & Operating Suppli	001 000 558	Current Expens	303.24	
<b>32965</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>319</b>		
			<b>Gibbs Graphics LLC</b>	<b>376.71</b>	<b>Bridge Signs</b>
576 80 31 000	Office & Operating Suppli	001 000 576	Current Expens	376.71	
Total Gibbs Graphics LLC				679.95	
<b>32940</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>8765</b>		
			<b>Gray &amp; Osborne, Inc.</b>	<b>1,568.38</b>	<b>20846.03 - Alpenglow Village Phase 2</b>
558 60 41 005	Pro.Svs. Develop Review-	001 000 558	Current Expens	1,568.38	
<b>32941</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>8765</b>		
			<b>Gray &amp; Osborne, Inc.</b>	<b>153.15</b>	<b>20846.02 - Borges Lodges Sewer Review</b>
558 60 41 005	Pro.Svs. Develop Review-	001 000 558	Current Expens	153.15	
<b>32942</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>8765</b>		
			<b>Gray &amp; Osborne, Inc.</b>	<b>306.30</b>	<b>20843.00 - WTP Essential Improvement Project</b>
594 34 41 004	WTP Essential Improvem	403 000 594	Water	306.30	
Total Gray & Osborne, Inc.				2,027.83	
<b>32966</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>340</b>		
			<b>H.D. Fowler Company Inc.</b>	<b>1,298.75</b>	<b>Water Distribution Boxes / Parts</b>
534 80 31 000	Operating Supplies-Distrib	403 000 534	Water	1,298.75	
<b>32981</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>340</b>		
			<b>H.D. Fowler Company Inc.</b>	<b>365.35</b>	<b>Water Plant Parts</b>
534 80 32 000	Operating Supplies-Trtmn	403 000 534	Water	365.35	
<b>32982</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>340</b>		
			<b>H.D. Fowler Company Inc.</b>	<b>208.97</b>	<b>Water Distribution Parts</b>
534 80 31 000	Operating Supplies-Distrib	403 000 534	Water	208.97	
Total H.D. Fowler Company Inc.				1,873.07	

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<b>32947</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10876</b>	<b>Hartnell, Mike</b>	<b>928.76</b>	<b>Business License And Insurance To Take Over The Festhalle Managerial Duties</b>
575 48 41 000	Managerial Services			110 000 575 Leavenworth C:	668.76	
575 48 41 000	Managerial Services			110 000 575 Leavenworth C:	260.00	
<b>32983</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>358</b>	<b>Home Depot Credit Svc</b>	<b>5,030.68</b>	<b>Various</b>
548 68 31 000	Office & Operating Suppli			501 000 548 Equip Rental &	69.22	Shop Supply
548 68 31 000	Office & Operating Suppli			501 000 548 Equip Rental &	64.82	Shop Supply
576 80 31 000	Office & Operating Suppli			001 000 576 Current Expens	250.00	Parks - Deposit For Equip. Rental
576 80 31 000	Office & Operating Suppli			001 000 576 Current Expens	225.50	Parks Supply
576 80 31 000	Office & Operating Suppli			001 000 576 Current Expens	-124.03	Return
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	126.30	PW Remodel
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	292.59	PW Remodel
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	1,141.42	PW Remodel
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	65.10	PW Remodel
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	837.84	PW Remodel
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	623.86	PW Remodel
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	306.73	PW Remodel
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	150.00	PW Remodel - Deposit For Equip. Rental
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	108.34	PW Remodel
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	640.40	PW Remodel - Rental Equip. Balance After Deposit
594 18 62 000	Public Works Facility Ren			001 000 594 Current Expens	252.59	PW Remodel
<b>32961</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>412</b>	<b>Jackson-Hirsh Inc</b>	<b>151.28</b>	<b>Laminating Sheets 2 - 8.5 X 11 And 1 - 8.5 X 14</b>
518 90 34 000	Office & Operating Suppli			502 000 518 Central Service	151.28	
<b>32984</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>5626</b>	<b>KCDA Purchasing Cooperative</b>	<b>1,336.44</b>	<b>City Supply</b>
518 30 31 000	Office & Operating Suppli			001 000 518 Current Expens	155.57	
557 30 31 000	Operating Supplies-Restro			104 000 557 Lodging Tax	473.76	
575 48 31 000	Office & Operating Suppli			110 000 575 Leavenworth C:	233.35	
576 80 31 000	Office & Operating Suppli			001 000 576 Current Expens	473.76	
<b>32948</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>453</b>	<b>Kottkamp &amp; Yedinak PLLC</b>	<b>750.00</b>	<b>Hearing Examiner For Shoreline Substantial Development Permit (SSDP) 2020-017; Garten Haus Apartments</b>
558 60 41 001	Hearing Exam-ProSvs.			001 000 558 Current Expens	750.00	
<b>32949</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>453</b>	<b>Kottkamp &amp; Yedinak PLLC</b>	<b>750.00</b>	<b>Hearings Examiner VAR 2020-018; Barber</b>

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558 60 41 001			Hearing Exam-ProSvs.	750.00	
Total Kottkamp & Yedinak PLLC				1,500.00	
<b>32952</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10578</b>		
			<b>Law Office of Thomas M. Pors</b>	<b>2,660.00</b>	<b>Leavenworth Water Rights</b>
534 80 41 012			Legal-ProSvs-Water Right	2,660.00	
<b>32986</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>504</b>		
			<b>Marson &amp; Marson Lumber Inc.</b>	<b>1,156.94</b>	<b>Various</b>
534 80 31 000			Operating Supplies-Distril	10.62	WTP Distribution Parts
535 80 32 000			Operating Supplies-Trtmn	47.59	WWTP Parts
536 50 31 000			Office & Operating Suppli	3.46	Cemetery Supply
542 30 31 000			Office & Operating Suppli	19.73	Street Supply
542 30 31 000			Office & Operating Suppli	34.99	Streets Supply
542 30 31 000			Office & Operating Suppli	7.80	Streets Supply
548 68 31 000			Office & Operating Suppli	81.67	Shop Supply
548 68 31 000			Office & Operating Suppli	64.22	Shop Supply
548 68 31 000			Office & Operating Suppli	35.25	Shop Supply
548 68 31 000			Office & Operating Suppli	77.02	Shop Supply
548 68 31 000			Office & Operating Suppli	22.34	Shop Supply
548 68 31 000			Office & Operating Suppli	16.20	Shop Supply
557 30 48 000			Repairs & Maintenance	235.35	Gazebo Parts
575 48 31 000			Office & Operating Suppli	32.30	Festhalle
576 80 31 000			Office & Operating Suppli	35.85	Parks Supply
576 80 31 000			Office & Operating Suppli	41.95	Parks Supply
576 80 31 000			Office & Operating Suppli	-11.69	Parks - Return
576 80 31 000			Office & Operating Suppli	14.79	Parks Supply
576 80 31 000			Office & Operating Suppli	7.13	Parks Supply
576 80 31 000			Office & Operating Suppli	19.49	Parks Supply
576 80 31 000			Office & Operating Suppli	30.99	Waterfront Restroom Parts
576 80 31 000			Office & Operating Suppli	5.19	Waterfront Restroom Parts
576 80 31 000			Office & Operating Suppli	8.13	Waterfront Restroom Parts
594 18 62 000			Public Works Facility Ren	23.70	PW Remodel
594 18 62 000			Public Works Facility Ren	61.50	PW Remodel
594 18 62 000			Public Works Facility Ren	132.96	PW Remodel
594 18 62 000			Public Works Facility Ren	98.41	PW Remodel
<b>32967</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>519</b>		
			<b>Mid-American Research</b>	<b>4,157.49</b>	<b>City Supplies</b>
518 30 31 000			Office & Operating Suppli	380.07	
535 80 32 000			Operating Supplies-Trtmn	253.95	

# ACCOUNTS PAYABLE

City Of Leavenworth  
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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
557 30 31 000	Operating Supplies-Restro		104 000 557 Lodging Tax	1,229.98	
575 48 31 000	Office & Operating Suppli		110 000 575 Leavenworth C:	1,063.51	
576 80 31 000	Office & Operating Suppli		001 000 576 Current Expens	1,229.98	
<b>32962</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>475 NCW Media, Inc.</b>	<b>101.50</b>	<b>Public Hearing For SUP Application For Parking RVs &amp; Camping</b>
518 90 44 000	Advertising		502 000 518 Central Service	101.50	
<b>32968</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>561 North Central Laboratories</b>	<b>148.26</b>	<b>WWTP Supplies</b>
535 80 32 000	Operating Supplies-Trtmr		404 000 535 Sewer	148.26	
<b>32927</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>588 One Call Concepts Inc</b>	<b>21.40</b>	<b>Utility Locates</b>
531 30 31 000	Office & Operating Suppli		410 000 531 Stormwater	4.28	
534 80 31 000	Operating Supplies-Distrib		403 000 534 Water	8.56	
535 80 31 000	Operating Supplies-Collec		404 000 535 Sewer	8.56	
<b>32970</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10600 Oravetz, Lisa</b>	<b>100.00</b>	<b>Cancelled Front St. Park Gazebo Reservation Due To COVID-19 Concerns</b>
321 70 00 001	Gazebo Rental Permit		001 000 320 Current Expens	-100.00	
<b>32930</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>1673 Overman, Mark</b>	<b>569.30</b>	<b>Utility Acct Overpayment - Refund Due</b>
343 40 00 000	Water Collections		403 000 340 Water	-299.47	
343 50 00 000	Sewer Collections		404 000 340 Sewer	-269.83	
<b>32987</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>611 Paramount Supply Co</b>	<b>64.73</b>	<b>WWTP Parts</b>
535 80 32 000	Operating Supplies-Trtmr		404 000 535 Sewer	64.73	
<b>32958</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10563 Quadient Finance USA, Inc.</b>	<b>500.00</b>	<b>Postage For Meter</b>
518 90 42 000	Comm-Phone/Postage/Fx		502 000 518 Central Service	500.00	
<b>32971</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>4644 Ricoh USA Inc.</b>	<b>32.97</b>	<b>Copier Copies - Public Works</b>
548 68 45 000	Operating Rentals & Leas		501 000 548 Equip Rental &	32.97	
<b>32972</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>7198 Sherwin-Williams</b>	<b>111.89</b>	<b>Street &amp; Parking Paint</b>
542 30 48 000	Repairs & Maintenance		101 000 542 Streets	67.13	
542 65 48 001	Repairs & Maintenance		415 000 542 Parking	44.76	
<b>32993</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10694 Stellar J Corporation</b>	<b>298,387.61</b>	<b>WWTP Improvment - Pay Request #3</b>

## ACCOUNTS PAYABLE

City Of Leavenworth  
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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
594 35 64 003	WWTP - Construction - 20		404 000 594 Sewer	298,387.61		
<b>32954</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>4415</b>	<b>T2 Systems Canada Inc.</b>	<b>303.80</b>	<b>Monthly Parking Service For 9/2020</b>
542 65 41 001	ProSvs-Monthly EMS Ser		415 000 542 Parking	303.80		
<b>32935</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>779</b>	<b>Thyssenkrupp Elevator Corp</b>	<b>648.48</b>	<b>Festhalle Bronze Elevator Contract 9/1/2020 - 2/28/2021</b>
575 48 48 000	Repairs & Maintenance		110 000 575 Leavenworth C:	648.48		
<b>32988</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>8835</b>	<b>Tokay Software Inc</b>	<b>21.00</b>	<b>Web Test Report - August 2020</b>
534 80 31 001	Software Water		403 000 534 Water	21.00		
<b>32973</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>787</b>	<b>Traffic Safety Supply Co., Inc.</b>	<b>560.86</b>	<b>DOT Parking Lot Signage</b>
595 65 60 003	DOT Parking Lot Improve		415 000 595 Parking	560.86		
<b>32989</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>787</b>	<b>Traffic Safety Supply Co., Inc.</b>	<b>74.05</b>	<b>No Parking Signs</b>
542 64 31 000	Office & Operating Suppli		101 000 542 Streets	74.05		
<b>32990</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>787</b>	<b>Traffic Safety Supply Co., Inc.</b>	<b>143.51</b>	<b>Authorized Vehicles Only Signs</b>
542 64 31 000	Office & Operating Suppli		101 000 542 Streets	143.51		
Total Traffic Safety Supply Co., Inc.				778.42		
<b>32991</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>8435</b>	<b>USIC Locating Services, LLC</b>	<b>741.31</b>	<b>Utility Locates</b>
531 30 31 000	Office & Operating Suppli		410 000 531 Stormwater	148.27		
534 80 31 000	Operating Supplies-Distrib		403 000 534 Water	296.52		
535 80 31 000	Operating Supplies-Collec		404 000 535 Sewer	296.52		
<b>32992</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>8435</b>	<b>USIC Locating Services, LLC</b>	<b>88.25</b>	<b>Missed Price Increases For May, June &amp; July 2020 - Utility Locates</b>
531 30 31 000	Office & Operating Suppli		410 000 531 Stormwater	17.65		
534 80 31 000	Operating Supplies-Distrib		403 000 534 Water	35.30		
535 80 31 000	Operating Supplies-Collec		404 000 535 Sewer	35.30		
Total USIC Locating Services, LLC				829.56		
<b>32926</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>10608</b>	<b>Waste Loop</b>	<b>790.00</b>	<b>Recycle Center Management And Recycle Attendant</b>

# ACCOUNTS PAYABLE

City Of Leavenworth  
MCAG #: 0222

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
537 80 41 000	ProSvs - Recycle Ctr Mgn		402 000 537	300.00	Garbage
537 80 41 001	Recycling Pro-Svs-Attend		402 000 537	490.00	Garbage
<b>32985</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>3792</b>	<b>8,559.50</b>	<b>Weed, Graafstra &amp; Associates, Inc. P.S. General Counsel</b>
515 31 41 000	City Attorney - Prosvs.		001 000 515	2,111.75	Current Expens
515 31 41 001	Other Legal - Prosvs.		001 000 515	126.00	Current Expens
515 31 41 009	Legal-Development Svs		001 000 515	555.00	Current Expens
515 31 41 011	Legal-Contract Admin		001 000 515	2,987.75	Current Expens
515 31 41 017	Legal - Personnel Related		001 000 515	620.00	Current Expens
534 80 41 012	Legal-ProSvs-Water Right		403 000 534	608.50	Water
535 80 41 015	Legal - Pro Svs- WWTP U		404 000 535	1,550.50	Sewer
<b>32946</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>4673</b>	<b>67.55</b>	<b>Wenatchee Petroleum Co. Dyed Diesel</b>
548 68 32 000	Fuel Consumed		501 000 548	67.55	Equip Rental &
<b>32951</b>	<b>09/09/2020</b>	<b>09/09/2020</b>	<b>892</b>	<b>10.00</b>	<b>Wenatchee Valley Humane Society August 2020 Animal Licenses</b>
322 30 00 000	Dog Licenses		001 000 320	-10.00	Current Expens

Report Total: 401,067.25

Fund	
001 Current Expense	38,236.34
101 Streets	1,174.76
104 Lodging Tax	12,235.85
110 Leavenworth Civic Center	9,932.80
176 Community Swimming Pool	251.35
402 Garbage	838.78
403 Water	7,137.25
404 Sewer	302,073.70
410 Stormwater	170.20
415 Parking	23,791.92
501 Equip Rental & Revolving Fund	1,123.37
502 Central Services	4,100.93

**ACCOUNTS PAYABLE**

City Of Leavenworth  
MCAG #: 0222

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Time: 10:33:48 Date: 09/03/2020  
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Accts  
Pay # Received Date Due Vendor Amount Memo

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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Leavenworth, and that I am authorized to authenticate and certify to said claim.

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember



# CHECK REGISTER

City Of Leavenworth

Time: 09:33:44 Date: 09/03/2020

MCAG #: 0222

09/01/2020 To: 09/30/2020

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>5056</b>	<b>09/03/2020</b>	<b>Claims</b>	<b>10</b>	<b>62607</b>	<b>AAA Washington</b>	<b>12,000.00</b>	<b>Sept/Oct 2020 Journey Magazine</b>
					104 - 557 30 44 001 - Advertising-LAP	12,000.00	
<b>5057</b>	<b>09/03/2020</b>	<b>Claims</b>	<b>10</b>	<b>62608</b>	<b>Howell At The Moon</b>	<b>3,315.00</b>	<b>Advertising Design And Prep</b>
					104 - 557 30 44 001 - Advertising-LAP	3,315.00	
<b>5058</b>	<b>09/03/2020</b>	<b>Claims</b>	<b>10</b>	<b>62609</b>	<b>Portland Monthly</b>	<b>4,810.00</b>	<b>Advertising - Portland Monthly</b>
					104 - 557 30 44 001 - Advertising-LAP	4,810.00	
<b>5059</b>	<b>09/03/2020</b>	<b>Claims</b>	<b>10</b>	<b>62610</b>	<b>Swarner Communications Inc.</b>	<b>1,450.00</b>	<b>Advertising - BP Welcome Guides</b>
					104 - 557 30 44 001 - Advertising-LAP	1,450.00	
						<b>21,575.00</b>	
104 Lodging Tax						<b>21,575.00</b>	
						<b>21,575.00</b>	Claims: 21,575.00

# CHECK REGISTER

City Of Leavenworth  
 MCAG #: 0222

09/01/2020 To: 09/30/2020

Time: 15:52:28 Date: 09/01/2020  
 Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5055	09/01/2020	Claims	10	EFT	Xpress Solutions, Inc.	534.77	Orig Invoice #50696 / August 2020 EFT And CC Fees
		001 - 514 20 31 001 - Bank Service Charges				106.95	
		410 - 531 30 42 000 - Communications-Phone/Posta				10.70	
		403 - 534 80 42 000 - Comm-Phone/Postage/Fx				160.43	
		404 - 535 80 42 000 - Comm-Phone/Postage/Fx				160.43	
		402 - 537 80 42 000 - Comm-Phone/Postage/Fx				96.26	
		001 Current Expense				106.95	
		402 Garbage				96.26	
		403 Water				160.43	
		404 Sewer				160.43	
		410 Stormwater				10.70	
						534.77	Claims: 534.77

# CHECK REGISTER

City of Leavenworth

Time: 10:35:25 Date: 08/25/2020

CAG #: 0222

08/01/2020 To: 08/31/2020

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4914	08/25/2020	Claims	10	EFT	Dept of Revenue	20,496.74	Combined Excise Tax Return / July 2020
		502 - 518 90 34 000 - Office & Operating Supplies				3.90	
		502 - 518 90 34 000 - Office & Operating Supplies				1.20	
		410 - 531 30 40 005 - Excise Tax-Dept Of Revenue				172.67	
		403 - 534 80 40 005 - Water-Excise Tax-Dept. Reve				680.64	
		403 - 534 80 40 005 - Water-Excise Tax-Dept. Reve				6,027.09	
		404 - 535 80 40 005 - Excise Tax-Dept Of Revenue				1,800.30	
		404 - 535 80 40 005 - Excise Tax-Dept Of Revenue				876.85	
		404 - 535 80 40 005 - Excise Tax-Dept Of Revenue				990.68	
		001 - 536 50 31 000 - Office & Operating Supplies				21.69	
		001 - 536 50 31 000 - Office & Operating Supplies				6.68	
		001 - 536 50 40 005 - External Taxes-Excise Tax				79.06	
		402 - 537 80 40 005 - Excise Tax-Dept Of Revenue				1,525.82	
		402 - 537 80 40 005 - Excise Tax-Dept Of Revenue				711.45	
		101 - 542 30 31 000 - Office & Operating Supplies				22.95	
		101 - 542 30 31 000 - Office & Operating Supplies				10.90	
		101 - 542 30 31 000 - Office & Operating Supplies				7.06	
		101 - 542 30 31 000 - Office & Operating Supplies				3.35	
		415 - 542 65 31 001 - Office & Operating Supplies				53.98	
		415 - 542 65 31 001 - Office & Operating Supplies				16.61	
		104 - 557 30 31 001 - Operating Supplies - COVID				2.47	
		104 - 557 30 31 001 - Operating Supplies - COVID				7.27	
		104 - 557 30 31 001 - Operating Supplies - COVID				0.76	
		104 - 557 30 31 001 - Operating Supplies - COVID				2.24	
		001 - 576 80 31 000 - Office & Operating Supplies				9.91	
		001 - 576 80 31 000 - Office & Operating Supplies				14.86	
		001 - 576 80 31 000 - Office & Operating Supplies				6.95	
		001 - 576 80 31 000 - Office & Operating Supplies				3.05	
		001 - 576 80 31 000 - Office & Operating Supplies				4.57	
		001 - 576 80 31 000 - Office & Operating Supplies				2.14	
		001 - 589 30 00 001 - Sales Tax				70.08	
		110 - 589 30 00 003 - Sales Tax Disbursements				-208.50	
		110 - 589 30 00 003 - Sales Tax Disbursements				-1.03	
		110 - 589 30 00 003 - Sales Tax Disbursements				-14.17	
		110 - 589 30 00 003 - Sales Tax Disbursements				-4.36	
		415 - 589 30 00 004 - External Taxes - Excise Tax				337.06	
		415 - 589 30 00 004 - External Taxes - Excise Tax				4,651.61	
		415 - 589 30 00 004 - External Taxes - Excise Tax				1,431.26	
		501 - 594 48 64 065 - Gator - John Deere				892.94	
		501 - 594 48 64 065 - Gator - John Deere				274.75	
		001 Current Expense				218.99	
		101 Streets				44.26	
		104 Lodging Tax				12.74	
		110 Leavenworth Civic Center				-228.06	
		402 Garbage				2,237.27	
		403 Water				6,707.73	
		404 Sewer				3,667.83	
		410 Stormwater				172.67	
		415 Parking				6,490.52	
		501 Equip Rental & Revolving Fund				1,167.69	
		502 Central Services				5.10	
						20,496.74	Claims: 20,496.74

### WARRANTS CHECKLIST FOR APPLYING RESIDENTIAL STOP SIGN INSTALLATION

Street Names/Intersection Location:

Major: Evans Street

Minor: Benton St./Orchard St.

Average Volume of Vehicles:

Average Volume Pedestrian/Bicycle:

Major: 1906

Major: N/A

Minor: 851

Minor: N/A

Traffic Volume Total: 2757

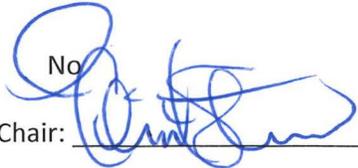
Warrant:	Description	Yes	No
A. ACCIDENT	If an intersection experiences four (4) or more accidents in a three (3) year period, stop signs should be considered.		X
B. VISIBILITY	The straight line of sight distance from the major roadway on one or more of the approaches for vehicles or pedestrians is less than 250 feet.	X	
C. MULTIPLE USES	The need to control vehicle/pedestrian conflicts near a location that generates high pedestrian volumes.		X
D. TRAFFIC VOLUME	Traffic volumes exceed 500 vehicles per day on each of the intersecting streets; stop signs should be considered.	X	
E. PUBLIC SAFETY	The City Public Safety Liaison Officer shall review all requests for stop sign installations and make a recommendation to the Public Safety Committee. The recommendation should consider observed traffic movements, pedestrian and bicycle use, emergency vehicle access and any accident information available.		X
F. PUBLIC WORKS	The Public Works Director shall review all requests for stop sign installations and make a recommendation to the Public Safety Committee. The recommendation should consider traffic volumes, road conditions, sight lines, cost and maintenance vehicle operations.		X
	WARRANT SATISFIED (at least 3 of 6 are satisfied)		

Recommendation of Public Safety Committee:

Yes

No

Date: 8/31/20

Committee Chair: 

**From:** lauren lieblich <[lauren.liebling@gmail.com](mailto:lauren.liebling@gmail.com)>  
**Sent:** Saturday, July 18, 2020 5:05 PM  
**To:** Maggie Boles <[planner1@cityofleavenworth.com](mailto:planner1@cityofleavenworth.com)>  
**Subject:** Evans and Benton st intersection

Hello,

I am a long time Leavenworth resident, owner of 323 Benton st, and I am writing to formally request that the city consider a stop sign at the intersection of Evans, benton And orchard.

I sit on my front porch daily and am alarmed by the high speed traffic as people head west-bound on Evans st and bare left onto Benton without slowing down. If anything people seem to accelerate through this corner.

As many pedestrians park in the neighborhood to access downtown it seems to be only a matter of time before there is an accident or worse at this intersection.

Thank you for your consideration.

Best,

Lauren Lieblich PA-C

(516)-946-7063

--

*Lauren Lieblich*

[Lauren.Lieblich@gmail.com](mailto:Lauren.Lieblich@gmail.com)

(516) 946 - 7063

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF LEAVENWORTH, WASHINGTON  
AND GRAY & OSBORNE  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of, Leavenworth Washington, a Washington State municipal corporation ("City"), and **Gray & Osborne** a Washington Inc. ("Consultant") licensed to do business in Washington State.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services regarding updating and expanding Development Standards, as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

Gray & Osborne will develop construction standards which will include standard details, notes and a construction checklist, as outlined in Exhibit B. All such services shall be provided in accordance with the standards of the Consultant's profession. Each Project Addendum and Scope of Services once approved shall be an amendment to this agreement.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement

shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence on **September 9, 2020** and shall terminate at midnight, **December 31, 2021**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

  X   No employees supplying work have ever been retired from a Washington state retirement system.

       Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the

Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### III.7 INSURANCE.

#### a. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### b. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

#### c. Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional

insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**d. The minimum insurance limits shall be as follows:**  
Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

**e. Other Insurance Provision**

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

**f. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**g. Verification of Coverage**

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

**h. Notice of Cancellation.**

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

**i. Failure to Maintain Insurance.**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach,

immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

**j. Public Entity Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Chelan County Superior Court.

### **III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

### **III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will not be using Subcontractors/Subconsultants.

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

##### **IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement at the rates shown in Exhibit A, Gray & Osborne, Inc Fully Burdened Billing Rates. In no event shall the compensation paid to Consultant under this Agreement \$12,435.00, for expenses outline in Exhibit C. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work in each Project Addendum. In the event the City elects to expand the scope of services additional Project Addendums shall be provided.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

##### **IV.3 MAINTENANCE/INSPECTION OF RECORDS.**

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

##### **b. Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any

City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

## **ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City of Leavenworth  
City Administrator  
Post Office Box 287  
Leavenworth WA 98826**

Notices to the Consultant shall be sent to the following address:

**Gray & Osborne, Inc.  
Mr. Mike Johnson, President  
1130 Rainier Avenue South, Suite #300  
Seattle, WA 98144**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

### **V.5 SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory

provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Chelan County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of September, 2020.

By: CITY OF LEAVENWORTH

By: GRAY & OSBORNE, INC.

\_\_\_\_\_  
Carl J. Florea, Mayor

  
\_\_\_\_\_  
Mike Johnson, President

Approved as to form:

\_\_\_\_\_  
Thomas H. Graafstra, City Attorney

**EXHIBIT “A”**

**GRAY & OSBORNE, INC.**

**PROFESSIONAL ENGINEERING SERVICES CONTRACT  
FULLY BURDENED BILLING RATES\*  
THROUGH JUNE 15, 2020\*\***

<b><u>Employee Classification</u></b>	<b><u>Fully Burdened Billing Rates</u></b>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$132.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$133.00
Civil Engineer	\$93.00	to	\$135.00
Project Engineer	\$119.00	to	\$148.00
Project Manager	\$119.00	to	\$200.00
Principal-in-Charge	\$135.00	to	\$200.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 81.00	to	\$145.00
Field Survey (2 Person)***	\$170.00	to	\$224.00
Field Survey (3 Person)***	\$265.00	to	\$306.00
Professional Land Surveyor	\$118.00	to	\$152.00
Secretary/Word Processor***	N/A		

\* Fully Burdened Billing Rates include overhead and profit.

\*\* Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.58 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*\*\* Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

## **EXHIBIT “B”**

### **SCOPE OF WORK**

#### **CITY OF LEAVENWORTH CONSTRUCTION STANDARDS**

This Scope of Work presents the professional engineering services requested by the City of Leavenworth for the update and preparation of the City’s Standard Construction details and notes.

The purpose of the project is to develop construction standards. These standards will enable the City to provide thorough, clear, and consistent direction to developers and contractors for completion of work within the City. The standards will describe the types of facilities required by the City, including, but not limited to water meters, setters, hydrants, sewer manholes, storm drainage facilities, and street cross sections.

More specifically, the work will include:

#### **Task 1 – Update Standard Details**

This task will update and revise existing City details. The City would like to provide flexibility with the size and design of roadways, driveways, and sidewalks. New details will be added to supplement existing details.

#### **Task 2 – Prepare Construction Standards**

Gray & Osborne will prepare a draft set of construction standards for the City’s review. The draft standards will consist of typical plans and details, as well as construction notes and specifications for developer-provided materials and facilities. The construction standards will include a checklist which summarizes key aspects of construction and references applicable City code requirements. The construction standards will be a stand-alone document which can be distributed to developers. After reviewing the draft standards with the City, the standards will be revised and finalized per City direction.

#### **Task 3 – Meetings**

Gray & Osborne will meet with City staff at the beginning of the project to discuss preferences on standard details and methods of construction. Gray & Osborne will meet with City staff one additional time during development of the draft standards and will attend one City Council meeting as needed at which the standards would be considered for adoption.

## **ASSUMPTIONS**

The City will provide any existing standard details in electronic format. Details will be updated or recreated in electronic AutoCAD format.

## **DELIVERABLES**

Upon approval of the final Construction Standards, Gray & Osborne will furnish the City with a pdf electronic copy of the Standards as well as all the backup details and documents in electronic format.

## **BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this Task is shown in Exhibit "C." This amount shall not be exceeded without prior authorization of the City.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

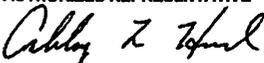
<b>PRODUCER</b> Hall & Company 19660 10th Ave NE Poulsbo WA 98370	<b>CONTACT NAME:</b> Allison Barga <b>PHONE (A/C No. Ext):</b> 360-626-2007 <b>FAX (A/C No):</b> 360-626-2007 <b>E-MAIL ADDRESS:</b> abarga@hallandcompany.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	<b>INSURER A:</b> Travelers Casualty and Surety Company      19038	
	<b>INSURER B:</b> The Travelers Indemnity Company      25658	
	<b>INSURER C:</b> Travelers Casualty and Surety Co of America      31194	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 1741443556      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Speration Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6808N74449A	9/10/2019	9/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BA8N746445	9/10/2019	9/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2019	9/10/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6808N74449A	9/10/2019	9/10/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER    WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2019	9/10/2020	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: City Standard Sheets  
The certificate holder is an additional insured per the attached.

<b>CERTIFICATE HOLDER</b>  City of Leavenworth Post Office Box 287 Leavenworth WA 98826	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

**3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**4. The following definition is added to the DEFINITIONS Section:**

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**CONSTRUCTION AND MAINTENANCE AGREEMENT FOR  
PARKING METERS AND SENSORS  
WSDOT Agreement Number GMB 1180**

This Agreement is between the Washington State Department of Transportation hereinafter “WSDOT” and the City of Leavenworth, a Washington State municipal corporation, 700 Hwy 2 P.O. Box 287, 98826, hereinafter the “CITY,” collectively referred to as the “Parties” and individually as the “Party.”

**RECITALS**

1. The CITY plans to install and maintain parking meters along a portion of State Route 2, a WSDOT highway. The meters will be installed on poles located behind the curb in the sidewalk (“the parking metering program”).
2. The meters use vehicle-sensing devices that are placed in the pavement near the center of the parking stall. These devices are referred to as sensors.
3. WSDOT will allow the installation of the meters and associated sensors as shown in Exhibit A.

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth and the attached Exhibit A, incorporated herein by this reference, and in consideration of the terms, conditions, covenants and performances contained herein, THE PARTIES MUTUALLY AGREE AS FOLLOWS

**1. GENERAL PROVISIONS**

- 1.1 This Agreement is effective as of the date of execution and shall remain in effect for the life of the parking metering program.
- 1.2 The CITY agrees to install, own, and maintain the meters and associated hardware at the CITY’s sole cost and expense as shown on Exhibit A. Such installation and maintenance shall be in accordance with WSDOT Design Manual (chapter 1238), WSDOT standards, and to WSDOT’s satisfaction.
- 1.3 The CITY agrees that installation and maintenance work within the SR2 right of way shall be restricted to daylight hours, and no work shall be allowed within the SR2 right of way on Saturdays, Sundays, or holidays, unless authorized by WSDOT.
- 1.4 The CITY shall comply with the “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD), Chapter 6 current edition, for Temporary Traffic Control when installing or maintaining the parking meters.
- 1.5 The CITY agrees that any closure or restriction of SR 2 for the purpose of installing or maintaining the meters will require a WSDOT-approved traffic control plan prior to performing any work.

- 1.6 All records, maintenance documents, and accounting reports associated with this Agreement shall be kept for six years after termination of this agreement. The CITY agrees to provide WSDOT with full access to all records for audit purposes without fees associated with the production of such records.
- 1.7 The CITY shall be deemed an independent contractor for all purposes, and the employees of the CITY or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.
- 1.8 In the event it is determined by WSDOT that the meters and associated hardware conflict with WSDOT requirements, the CITY shall be solely responsible for all costs to remove, revise, repair and/or replace the meters and associated hardware to the satisfaction of WSDOT. WSDOT shall provide the City thirty (30) days advance notice of the need for the City to remove, revise, repair and or replace meters and associated hardware to provide the City with an opportunity to remove, revise, repair and or replace meters and associated hardware. In the event the CITY fails to timely remove, revise, repair and/or replace the meters and associated hardware to the satisfaction of WSDOT, WSDOT may remove, revise, repair and/or replace the same at CITY cost.
- 1.9 In the event that this Agreement is terminated for any reason, the CITY shall remove all meters and associated hardware and shall restore the highway to WSDOT standards. City shall have thirty (30) days to remove meters and associated hardware and to restore the highway from notice by WSDOT. In the event the CITY fails to remove all meters and associated hardware or fails to restore the highway to WSDOT standards, WSDOT may remove all meters and associated hardware and restore the highway to WSDOT standards at CITY cost.
- 1.10 Pursuant to RCW 47.24.020, the CITY is solely responsible for setting and enforcing regulations regarding metered parking, and the revenue from such metering shall belong to the CITY.

## **2. PAYMENT**

- 2.1 In the event the City has been provided notice and an opportunity to perform work described in Section 1.8 and Section 1.9 and failed to do so within the time allowed, WSDOT shall perform the work and the CITY shall reimburse WSDOT for its actual direct and indirect costs. Upon completion of the work performed, WSDOT will submit a detailed invoice to the CITY, and the CITY shall make payment to WSDOT within thirty (30) calendar days (the Due Date).
- 2.2 In the event the CITY fails to make payment by the Due Date, the CITY will pay WSDOT interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, not to exceed percent (12%) per annum.. Interest shall be calculated from the Due Date to the date of payment.

**3. RIGHT OF ENTRY**

3.1 Subject to the terms of this agreement, WSDOT hereby permits the CITY and its authorized agents, contractors, and subcontractors and their employees a right of entry upon WSDOT-owned right of way for the purpose of installation and maintenance of the meters, and enforcement actions as necessary, i.e. ticketing.

**4. AMENDMENT**

4.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall, not be binding unless they are in writing and signed by the person authorized to bind the Parties.

**5. TERMINATION**

5.1 Neither WSDOT nor the CITY may terminate this Agreement without 60 days advance written notification of the other Party. If either terminates this Agreement it shall be in writing indicating the reason for the termination.

5.2 Any termination of the agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**6. INDEMNIFICATION and WAIVER**

6.1 To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the Work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the CITY, its employees or authorized agents, and (b) WSDOT, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees', and/or authorized agents' own negligence.

6.2 The CITY agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction, operation, and/or maintenance of the project. For this purpose, the CITY, by mutual negotiation, hereby waives, with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the industrial insurance provisions in Chapter 51.12 RCW.

6.3 This indemnification and waiver shall survive the termination of this Agreement.

**7. DISPUTES**

7.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows:

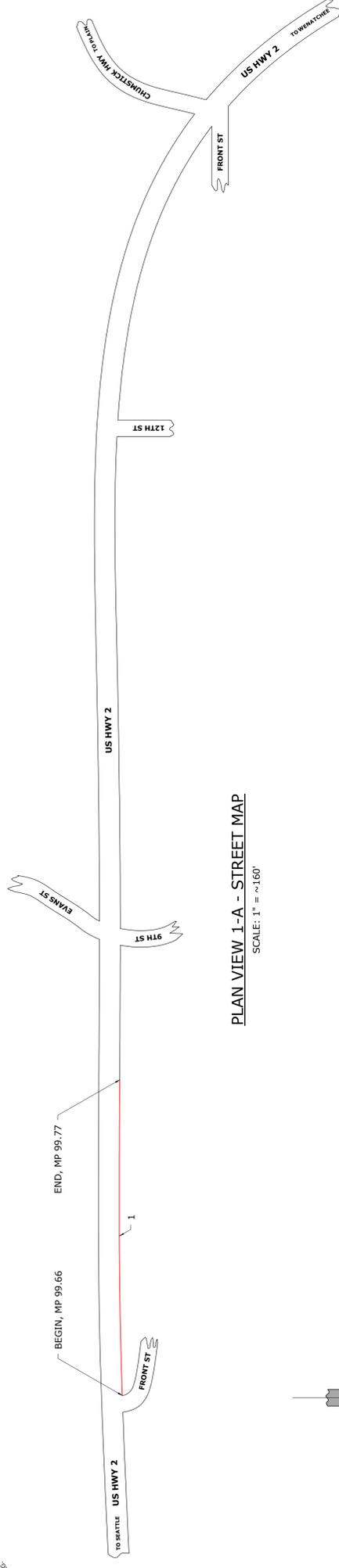
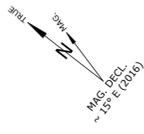
WSDOT and the CITY shall each appoint a member to a dispute board; these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

**8. VENUE**

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this “Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County, Washington Superior Court as per the provisions of RCW 47.28.120. Further, the Parties agree that each will be solely responsible for payment of its own attorney fees, witness fees and costs.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date last signed below.

<b>City of Leavenworth</b>	<b>Washington State Department of Transportation</b>
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
<b>Approved as to Form Leavenworth</b>	<b>Approved as to Form Washington State Department of Transportation</b>
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

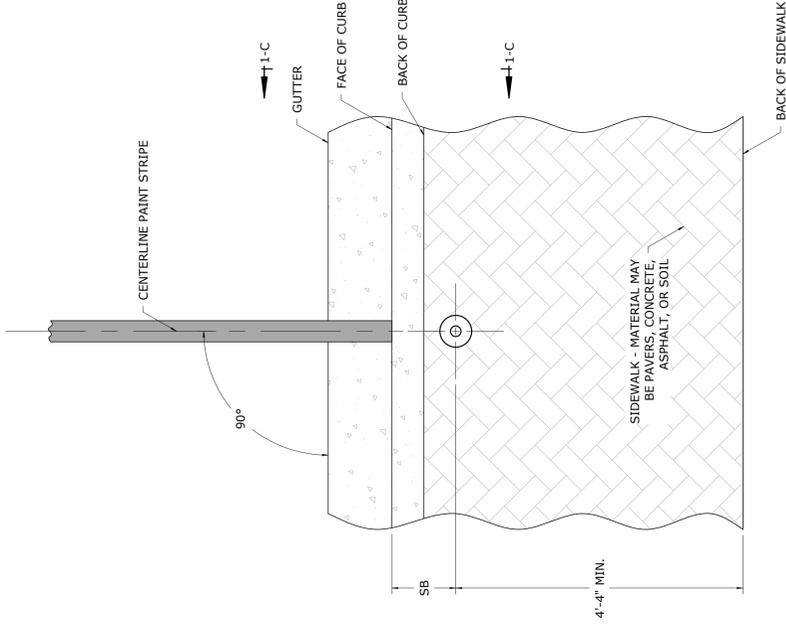


PLAN VIEW 1-A - STREET MAP

SCALE: 1" = ~160'

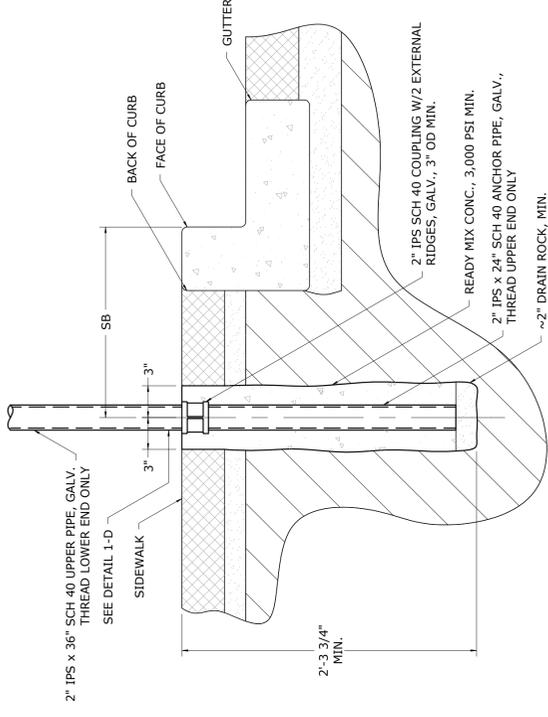
CODE (X-Y)	ANCHOR TYPE	DIMENSION "SB" (INCHES)	SURFACE MATERIAL	NO. OF SINGLE METERS	NO. OF DUAL METERS	NO. OF NON-ADA PARKING STALLS
1-1	1	18	P	1	4	9
1-2	1	18	P	1	2	5
1-3	1	18	P	1	1	3
(Total)				3	7	17

TABLE 1-F



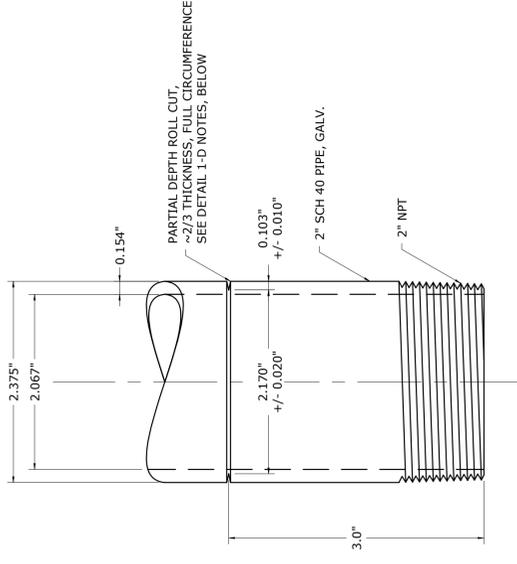
PLAN VIEW 1-B - TYPE 1, PARALLEL STALLS

SCALE: 3/4" = 1' - 0"



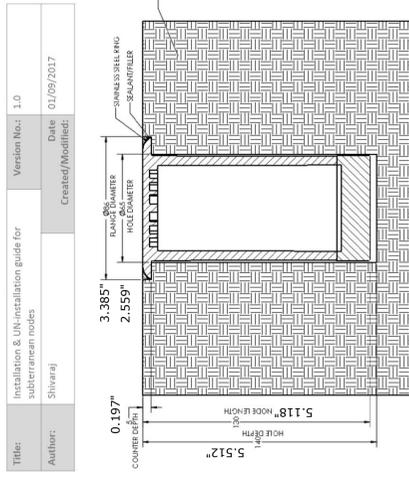
ELEVATION 1-C - TYPE 1 ANCHOR

SCALE: 1 1/2" = 1' - 0"



DETAIL 1-D - BREAKAWAY CONTROL

SCALE: FULL SIZE



DETAIL 1-E - SENSOR INSTALLATION

SCALE: HALF SIZE

DRAWING PROVIDED BY: CIVICSMART

TYPE 1 NOTES

- SOLID TOP SURFACE (PAVERS, CONCRETE OR ASPHALT) SHALL BE CLEAN-EDGE BORED BY MACHINE. ROUGH CUTTING OR JACKHAMMERING IS NOT ALLOWED. ANY PAVERS WHICH ARE DISTURBED SHALL BE RESET AT CONTRACTOR'S EXPENSE.
- ADD DRAIN ROCK TO HOLE TO MAKE TOP OF COUPLING FLUSH W/SURROUNDING SURFACE.
- ALL PIPE CUTS SHALL HAVE INTERNAL AND EXTERNAL EDGES DEBURRED 1/16". UPPER PIPE TOP CUT SHALL BE REAMED.
- USE LOCITITE RED 263 ON COUPLING-ANCHOR PIPE JOINT AND ANTI-SIZE COMPOUND ON COUPLING-UPPER PIPE JOINT.
- COUPLING-ANCHOR PIPE TORQUE: 150 FTLB. COUPLING-UPPER PIPE TORQUE: 75 FTLB. GRAB UPPER PIPE BELOW BREAKAWAY CONTROL CUT.
- BEFORE INSTALLATION, TOUCH UP ANCHOR PIPE THREADS AND UPPER PIPE THREADS AND END CUTS WITH 2 COATS ZRC GALVALITE GALVANIZING COMPOUND.
- INSTALL UPPER PIPE AND ENSURE IT IS CENTERED IN HOLE AND PLUMB BEFORE POURING CONCRETE. PIPES NOT PLUMB, CENTERED, OR AT CORRECT HEIGHT WILL BE REJECTED.
- INSTALLATION METHODS DO NOT DIFFER BETWEEN SINGLE METER AND DUAL METER, EXCEPT FOR THE SPACING BETWEEN METERS. DUAL METERS SERVE STALLS ON BOTH SIDES OF THE METER, WHILE SINGLE METERS SERVE ONLY ONE STALL. WHERE AN ODD NUMBER OF ADJACENT STALLS OCCURS, PLACE THE DUAL METERS FIRST, PROCEEDING IN THE DIRECTION OF TRAFFIC AND ENDING WITH THE SINGLE METER.

DETAIL 1-D NOTES

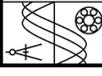
- TEST THE CUT DEPTH SHOWN ABOVE TO ENSURE YIELD OCCURS BETWEEN 750 FTLB - 850 FTLB. DEPEND ON CUTTING METHOD, AND WEAR OF CUTTING DEVICE. DEPTH OF CUT MAY REQUIRE ADJUSTMENT. CONTACT ENGINEER TO DISCUSS TEST METHOD AND GAIN APPROVAL FOR CUTTING METHOD. TWO PREPARED TESTS IN ADVANCE ARE REQUIRED TO OBTAIN APPROVAL. MINIMUM NUMBER OF TESTS FOR ENTIRE PROJECT IS THEREFORE 6. PIPING USED FOR TEST CUTS IS NOT REQUIRED TO BE FULL-LENGTH, BUT MUST BE FROM THE SAME PRODUCTION RUN AS THE PIPING THAT IS PERMANENTLY INSTALLED.

DETAIL 1-E NOTES

- SENSOR TO BE INSTALLED NEAR CENTER OF PARKING STALL.
- SEALANT TO BE DAP WATERTIGHT ROOF SEALANT.

TABLE 1-F NOTES

- CODE X-Y: X = STREET SECTION, Y = STRIP OF ADJACENT PARKING STALLS
- SURFACE MATERIAL: P=PAVERS, C=CONCRETE, A=ASPHALT, S=SOIL, B=BOLT



4350 Icicle Road  
Leavenworth, WA 98826  
(509) 548-5765  
www.IntegrITech.info

CITY OF LEAVENWORTH  
700 US HWY 2, LEAVENWORTH, WA 98826

WSDOT AGREEMENT GMB-1180  
EXHIBIT A

Design: ADS	Drafting: ADS	Review:	Date: JULY 2020
Scale: AS NOTED	Plan Number: 01-33	Sheet: 1	Rev: B



**SPECIAL USE PERMIT AGREEMENT**

**City of Leavenworth**

This temporary Parking of Recreational Vehicles – Camping Permit “Permit” and Agreement is made and entered into on the 8<sup>th</sup> day of September, 2020, by and between the CITY OF LEAVENWORTH, a municipal corporation (hereinafter “City”), and Trevor McMahon doing business as R&S Rentals, the mailing address of whom is 6000 Warner Canyon Road, Cashmere, WA 98815 (hereinafter “Permittee”).

**WITNESSETH:** The City hereby grants a permit to the Permittee for temporary Parking of Recreational Vehicles – Camping pursuant to Leavenworth Municipal Code Chapter 10.14, at the location as described within the attached Exhibit “A” and subject to the Conditions of Approval as contained within attached Exhibit “B.”

**TERMS OF USE PERMIT AND USER FEE**

The term of this Permit agreement shall commence immediately and be valid for the following dates: September 25<sup>th</sup> – October 2, 2020, October 3<sup>rd</sup> – October 10, 2020 and October 11<sup>th</sup> – October 18, 2020 and for one additional seven-day renewal with administrative approval pursuant to LMC 10.14.030.

**USE OF THE PROPERTY**

Permittee agrees that the property subject to this Permit shall be used solely and exclusively for the purpose of providing Recreational Vehicle Parking/Camping, within the areas as set forth within attached Exhibit “A,” and upon the conditions set forth within attached Exhibit “B.”

**CARE OF PROPERTY**

Permittee shall, at Permittee’s sole expense, maintain the property in a good and sanitary condition and a good state of repair and in accordance with all applicable Federal, State, and local laws, rules, and regulations.

**INDEMNITY**

Permittee shall defend, indemnify and hold harmless the City against and from any and all claims, loss, liability, or damages, including attorney fees, arising from Permittee’s use of the property or the conduct of Permittee’s business thereon or from any activity, work, work done, permitted or suffered by the Permittee on or about the property, and shall further indemnify and hold harmless the City against and from any and all claims arising from any breach or default in the performance of any obligation on Permittee’s part to be performed under the terms of this Permit and agreement.

**PERMITTEE’S INSURANCE**

Permittee at Permittee’s sole expense, shall provide and keep in force with companies acceptable to the City, public liability insurance for the benefit of the City and Permittee jointly which policies shall insure against liability for bodily injury and property damage in the amount of not less than Two Million Dollars (\$2,000,000) in respect to injuries to or death of more than one person in any occurrence, and in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence in respect to damage to property such limits to be for any greater amounts as may be reasonably indicated by circumstances from

time to time existing at the sole discretion of the City. Permittee shall furnish to the City a certificate of effective insurance coverage upon execution of this Permit and agreement and shall provide continuing verification that said policy or policies of insurance remain effective during the term of this agreement. Any such policy shall name the City as an additional insured and shall be primary and non-contributing with any insurance carried by the City. Any such policy shall further provide that it shall not be canceled or altered without twenty (20) days prior written notice to the City. Permittee may utilize the Washington Cities Insurance Authority (WCIA) Special Event Coverage program to fulfill the insurance requirement.

**NO ASSIGNMENT**

Permittee shall not assign the within permit or this agreement without the written consent of the City.

**TERMINATION OF PERMIT**

Either the City or Permittee may terminate this Permit and agreement by giving written notice of intent to terminate to the other party. Such termination shall be effective five days after notification.

**NOTICES**

Any notice given hereunder by one party to the other shall be mailed, First Class Mail, return receipt requested addresses as follows:

To Lessor:                   City Administrator  
                                  City of Leavenworth  
                                  P.O. Box 287/700 Highway 2  
                                  Leavenworth, WA 98826

To Lessee:                   R&S Rentals  
                                  Trevor McMahon  
                                  6000 Warner Canyon Road  
                                  Cashmere, WA 98815

**DEFAULTS AND REMEDIES**

All permit fees shall be payable to the City by the Permittee in advance. In the event the City is required to bring any action to enforce any covenant contained in this agreement, the prevailing party in any such action shall be entitled to reasonable attorney fees approved by the court. Jurisdiction and venue shall be in Chelan County, Superior Court.

Dated this \_\_\_\_ day of September, 2020.

**IN WITNESS WHEREOF**, We have hereunto set our hands the day and year first herein above written.

**PERMITTEE:**

**CITY OF LEAVENWORTH:**

\_\_\_\_\_  
Trevor McMahon

\_\_\_\_\_  
Ana Cortez, City Administrator

**EXHIBIT "A" – Agreement Area**

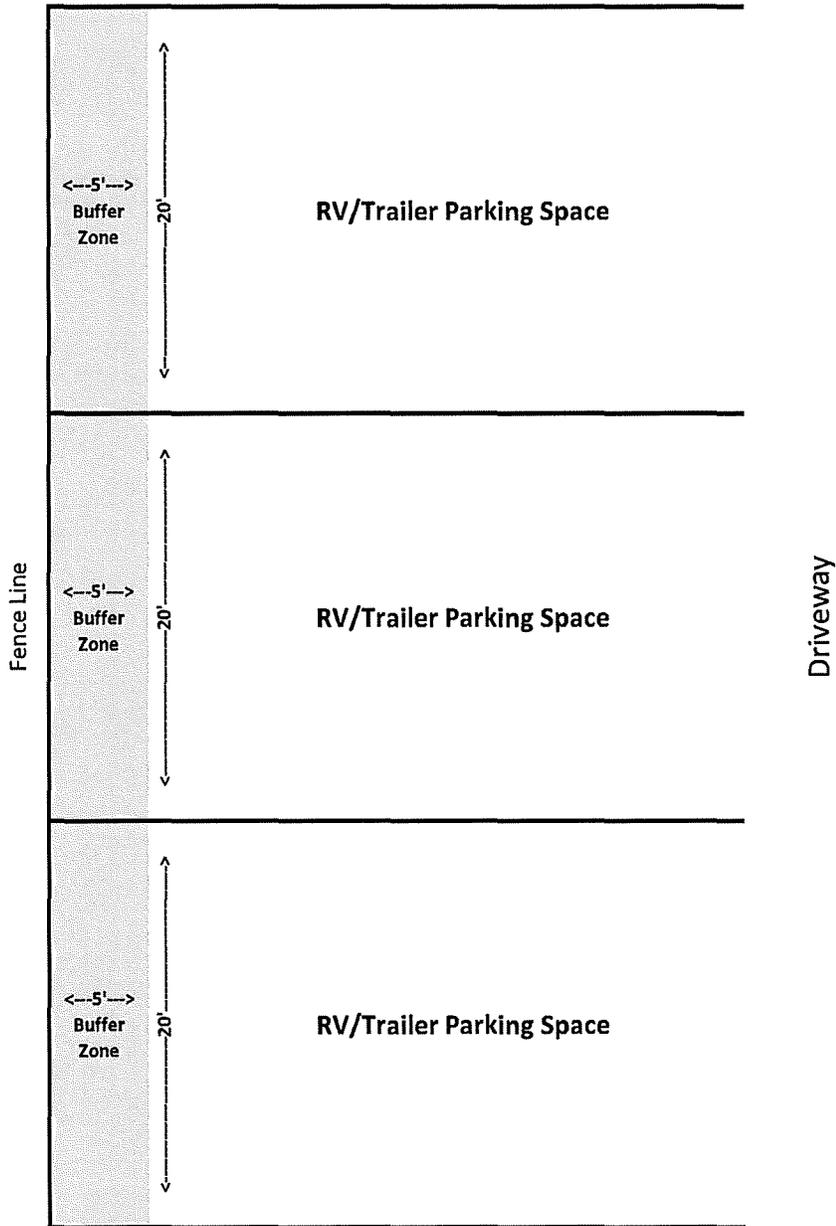
Real Property Description / Area of Use (highlighted in red below)

Lot B of BLA 2015-10LE, 0840 Acres; addressed 188 US Highway 2, Leavenworth, WA 98826



# Typical RV Space Configurations

Close Up of camp sites



## **EXHIBIT “B”**

Use of Agreement Area for the purpose of Parking Recreational Vehicles – Camping on September 25<sup>th</sup> – October 2, 2020, October 3<sup>rd</sup> – October 10, 2020 and October 11<sup>th</sup> – October 18, 2020 and for one additional seven-day administrative approval pursuant to LMC 10.14.030.

### **Conditions of Approval:**

1. Permittee shall be restricted to operation of the Recreational Vehicle Parking – Camping pursuant to Leavenworth Municipal Code Chapter 10.14:
  - a. No more than 20 Recreational Vehicles shall be permitted on the Agreement Area.
  - b. A minimum of 5’ of separation shall be maintained on each side of the vehicle and at the rear of the vehicles.
  - c. The Permittee shall maintain the fire access road (“driveway”) as delineated in Exhibit A per the requirements of Fire District 3.
  - d. Existing surfacing is adequate for the temporary permit.
  - e. The Permittee shall maintain, in good working order, one portable toilet and one garbage dumpster when the Agreement Area is being used for Parking Recreational Vehicles – Camping.
  - f. The Permittee shall ensure that no “black or grey water” is disposed of on the subject site.
2. The Permittee shall operate the Parking Recreational Vehicles – Camping in a manner which does not violate the provisions of Leavenworth Municipal Code Chapter 9.33 at all times, and shall not create noise disturbance. “Noise disturbance” means any sound which annoys, disturbs, or perturbs reasonable persons with normal sensitivities, or any sound which unreasonably injures or endangers the comfort, repose, health, hearing, peace, or safety of persons or animals.
3. Any proposed signage shall comply with Leavenworth Municipal Code 14.10 and the Permittee shall be required to obtain the proper sign permit(s) prior to placing any signage, except temporary directional signage, less than 4 square feet, is permitted.
4. The Permittee, at Permittee’s sole expense, shall maintain the area of use to be clean and free of all debris, refuse, and animal waste, and shall provide for proper sanitation at all times.
5. The City shall have the right to inspect for compliance with the conditions of this permit and other applicable laws.
6. Any subsequent changes to the operation shall be subject to the review and approval of the City and may require amendment of this permit.
7. This Permit does not imply, warrant, or guarantee any vested status in regards to the use of the Agreement Area, or future issuance of such Permit.
8. This Permit shall be subject to termination by the City for any reason, including but not limited to, any determination by the City that the use causes any undue noise disturbance.
9. The City shall not be liable for any damage or theft.
10. The Permittee shall comply with all State, local, and federal laws.



# City of Leavenworth

700 Highway 2 / Post Office Box 287  
Leavenworth, Washington 98826  
(509) 548-5275 / Fax: (509) 548-6429  
Web: [www.cityofleavenworth.com](http://www.cityofleavenworth.com)

## Special Use Application

Please print with blue or black ink or use auto-fill to complete.

### Site Information

Project Address: 188 US Highway 2, Leavenworth, WA 98826 Parcel Number: 241711140070  
Application Date: 08/10/2020 Project Description: \_\_\_\_\_  
Overnight self sustaining RV parking.

### Applicant

Last Name: McMahon First Name: Trevor  
Business/Organization Name: R&S Rentals, LLC  
UBI #: 603-051-769  
Mailing Address: 6000 Warner Canyon Road City: Cashmere State: WA Zip: 98815  
Phone: 509-662-5911 Email: Leah@arctichvacinc.com

### Event Manager/Emergency Contact (if different from Applicant)

Contact Name: \_\_\_\_\_  
Mailing Address: 6000 Warner Canyon Road City: Cashmere State: WA Zip: 98815  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Event Information

The following information shall be included with your request. If not applicable for your Special Use, indicate this with an "N/A" or other statement.

Provide a detailed narrative of the proposal, including purpose, dates, times, location, estimated attendance, alcohol service, amplified music, lighting, signs and number of employees. Use additional sheets as applicable.

Please see attached.

Provide a Management Plan, including days and hours of use, sanitation facilities, security and cleanup, as applicable.

Copy of liability insurance coverage.

If alcohol will be sold or permitted, provide type, location and time. None

If requesting a Special Use Permit for use of the sidewalk, provide the following additional information:

1. Written authorization from the adjacent private property owner and occupant/tenant.
2. Drawing to scale depicting the following:
  - i. The specific location and dimensions of the proposed sidewalk use.
  - ii. Location(s) of ingress/egress to the sidewalk use and to the adjacent properties.
  - iii. Proposed location of fixtures, furniture, and other obstructions.
  - iv. Nearby on-street parking areas and crosswalks.
  - v. Existing objects/obstructions such as street lights, traffic signs and signals, fire hydrants, solid waste receptacles, postal boxes, etc.
  - vi. Sidewalk area proposed for unobstructed use by the general public.
3. Construction plans detailing how fixtures will be secured/anchored.
4. Site plan showing furniture locations, ingress/egress and other obstructions.
5. Maintenance and Restoration Plan – detailing how the area will be kept clean and restored to its original condition.

Any other information required by the Administrator, including but not limited to traffic control plan, crowd control plan, bonding, or copy of any permit/license required by another local or state agency.

Depending on your request, address the appropriate code requirements with an additional narrative:

- Festivals, LMC 5.38
- Fireworks, LMC 8.36
- Park Use, LMC 12.24
- Sidewalk Special Uses, LMC 12.06
- Temporary Parking, LMC 10.08.220
- Temporary Recreational Vehicle permits, LMC 10.14
- Temporary Wireless Telecommunications Facilities, LMC 18.74
- Transient Businesses, LMC 5.38
- Taxicabs and Motorized Vehicles for Hire, LMC 5.36
- Nonmotorized Vehicles for Hire, LMC 5.37
- Alcohol, LMC 12.24.070
- Food, LMC 5.38.040

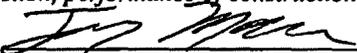
Fees, per City Fee Schedule.

**Acknowledgements**

*All provisions of laws and ordinances governing the type of project shall be complied with whether specified herein or not. The granting of the permit or an approval does not presume to give authority to violate or cancel the provisions of any federal, state, or local laws regulating construction, the performance of construction, and/or operation of the project or use.*

*I hereby certify that I have read and examined this application and know the same to be true and correct, and if any of the information provided is incorrect, the permit or approval may be revoked.*

*I acknowledge that upon issuance of any permit by the City of Leavenworth that it is my obligation to comply with any and all laws, ordinances and regulations governing the type of project permitted whether or not specified in the permit. I acknowledge that the granting of a permit or an approval by the City of Leavenworth does not give any authority to violate or modify the provisions of any other federal, State or local law, ordinance or regulation with respect to regulation of construction, performance of construction and/or operation of the project.*

Applicant Signature: 

Date: 8/19/20

Property Owner Signature: 

Date: 8/19/20

We are proposing to use our property located at 188 US Highway 2 (Parcel #241711140070) for a 19 space, overnight, self-sustaining RV parking area during the following:

1. Autumn Leaf Festival – September 25<sup>th</sup>, 2020 – October 2<sup>nd</sup>, 2020
2. Octoberfest – October 3<sup>rd</sup>, 2020 – October 10<sup>th</sup>, 2020
3. Octoberfest – October 11<sup>th</sup>, 2020 – October 18<sup>th</sup>, 2020

We have met with Dave Nalle from the Leavenworth Fire Department and he has told us our layout and grass/dirt driveway meet all of their criteria. With our lot being approximately 250' long we can easily space the RV/Trailers 20' giving plenty of space between sites with a minimum of 5' between sites.

We will follow the City of Leavenworth noise ordinance (9.33.030.2), making the quiet hours 10 pm to 7 am. Security and cleanup will be provided by the owners like it has been done for the past 20+ years. There will be no additional signage posted, nor will there be any employee's hired.

188 US Hwy 2

Parcel #241711140070

Legend

- 📍 188 US-2
- 🏠 Kristall's Restaurant & Lounge

W. Whitman Street

Portable Toilet  
Garbage

Entry

D  
R  
I  
V  
E  
W  
A  
Y

DRIVEWAY

Entry

188 US-2

SKY HILL DR

Google Earth

US Highway 2

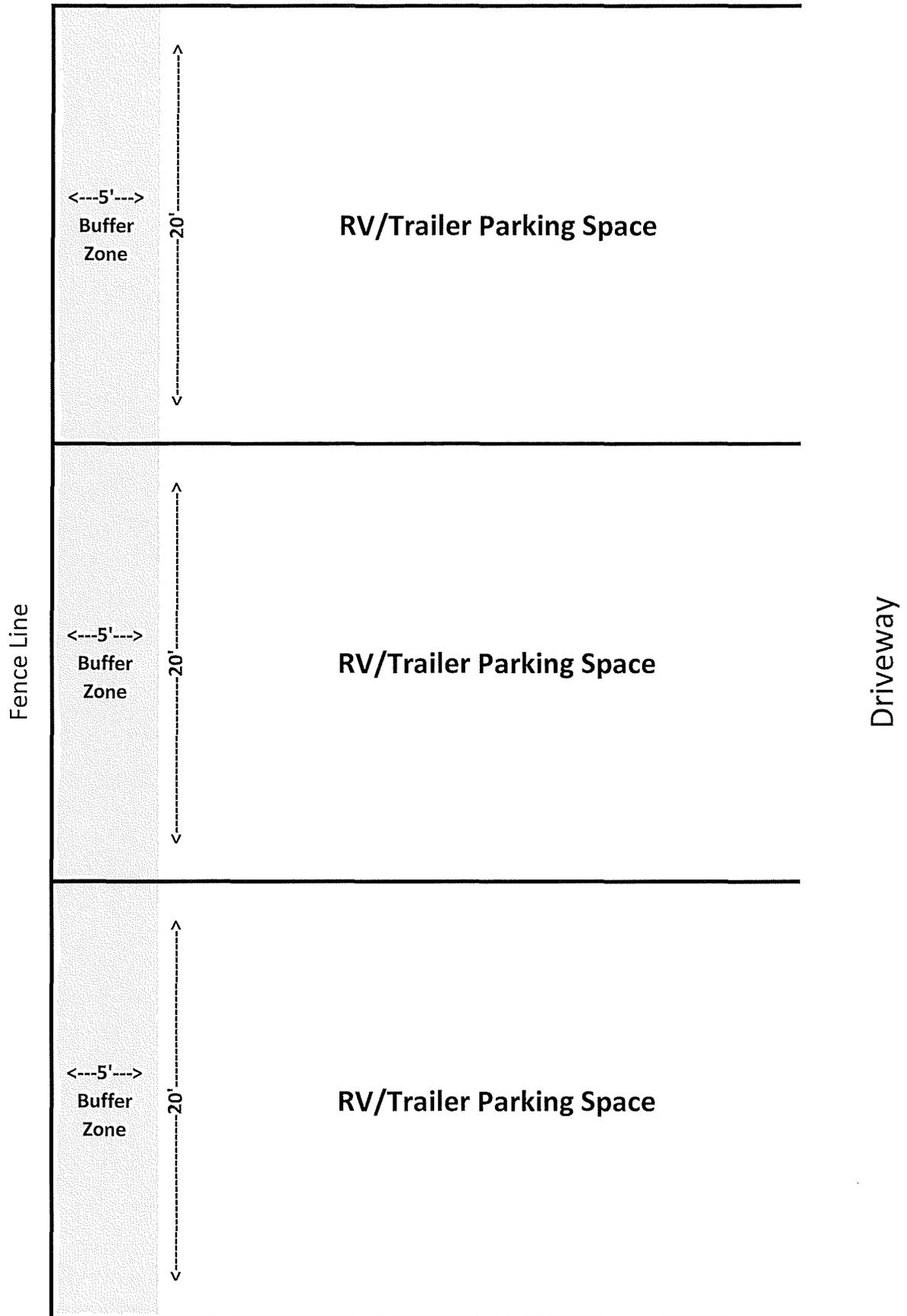
U.S. Rte 2

2

100 ft



Close Up of camp sites



## Lilith Vespier

---

**From:** dave@chelanfd3.org  
**Sent:** Wednesday, August 19, 2020 10:52 AM  
**To:** Lilith Vespier; Herb Amick  
**Subject:** RE: Code Complaint - Camping

Thanks Lil,

I did meet with them and confirmed they will have a fire access lane. The map is accurate of what we discussed in regard to a fire lane and our fire department concerns. I apologize for not closing the loop with you prior to this.

---

**From:** Lilith Vespier <dsmanager@cityofleavenworth.com>  
**Sent:** Wednesday, August 19, 2020 10:24 AM  
**To:** dave@chelanfd3.org; Herb Amick <herba@cityofleavenworth.com>  
**Subject:** FW: Code Complaint - Camping

We have received a request for RV Camping, temporary. One of the conditions of approval is the fire/emergency access be approved by the Fire District. Dave, they have contacted you and done a site visit, I just need conformation that what was submitted is what you approved.

Herb, they also have to have an approve surfacing for the driveway and they are proposing using the alley to access. I have requested additional information (below) but need your review too.

1. The number of days requested for each of the requested time frames (LMC 10.14.030)
2. A site plan that shows the required 5' spacing (item C, LMC 10.14.040)
3. Surfacing material for driveway (item E)
4. Location of a portable restroom (item F)
5. Location of garbage dumpster (item G)
6. Fee of \$100, can be dropped in the utility box (as City Hall is closed) or called in between 9-1pm.

Thanks,  
Lilith Vespier, AICP  
Phone 509.548.5275 ext. 131

---

**From:** Leah Mitchell <Leah@arctichvacinc.com>  
**Sent:** Wednesday, August 19, 2020 9:27 AM  
**To:** Lilith Vespier <dsmanager@cityofleavenworth.com>  
**Subject:** Re: Code Complaint - Camping

Hi there!

I think we got the documents done that you need for our Special Use Application. Please let me know if you need anything else from us and where we need to send the check for payment. If you guys take credit card I can give you that number instead to help speed up the process. Could you also let me know how long does this process usually takes?

Thanks so much!  
Leah Mitchell  
509-662-5911

## Lilith Vespier

---

**From:** Jack Whisler <john.whisler@yahoo.com>  
**Sent:** Thursday, August 27, 2020 1:00 PM  
**To:** Lilith Vespier  
**Subject:** Kristalls RV lot

Dear City

A RV parking lot will just be another eyesore in downtown Leavenworth. There will also be unwanted noise, traffic, and garbage as a consequence as well.

Please reject this proposal.

Thank you,

John Whisler

# Chelan County Assessor

## Property Search Results > 28150 R & S RENTALS LLC for Year 2019 - 2020

### Property

#### Account

Property ID:	28150	Abbreviated Legal Description:	T 24N R 17EWM S 11 LOT B BLA 2015-10LE 0.8400 ACRES
Geographic ID:	241711140070	Agent Code:	
Type:	Real		
Tax Area:	606 - LV 228 H1 PK2 MD2 F3	Land Use Code:	46
Open Space:	N	DFL:	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	24N	Section:	11
Range:	17EWM	Legal Acres:	0.8400

#### Location

Address:	188 US HWY 2 LEAVENWORTH, WA 98826	Mapsco:	
Neighborhood:	Cycle 3 Leavenworth city div 1 COM	Map ID:	3LVWC01C01
Neighborhood CD:	3LVWC01C01		

#### Owner

Name:	R & S RENTALS LLC	Owner ID:	89543
Mailing Address:	6000 WARNER CANYON RD CASHMERE, WA 98815	% Ownership:	%

Exemptions:

### Taxes and Assessment Details

Property Tax Information as of 08/26/2020

Amount Due if Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2020	16680	\$2857.78	\$2857.66	\$0.00	\$0.00	\$2857.78	\$2857.66
▶ Statement Details							
2019	16797	\$2961.88	\$2961.76	\$0.00	\$0.00	\$5923.64	\$0.00

### Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$548,856
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0
-----		
(=) Market Value:	=	\$548,856
(-) Productivity Loss:	-	\$0
-----		
(=) Subtotal:	=	\$548,856
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$548,856
-----		
(=) Total Appraised Value:	=	\$548,856
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
-----		
(=) Taxable Value:	=	\$548,856

Taxing Jurisdiction

Owner: R & S RENTALS LLC  
 % Ownership: 100.000000000000%  
 Total Value: \$548,856  
 Tax Area: 606 - LV 228 H1 PK2 MD2 F3

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
010170	Chelan County	1.0308400273	\$548,856	\$548,856	\$565.78
155001	Veteran's Relief	0.0112499997	\$548,856	\$548,856	\$6.17
160001	Mental Health	0.0250000002	\$548,856	\$548,856	\$13.72
656301	Fire No 3 General	0.8533789039	\$548,856	\$548,856	\$468.38
692101	Hospital No 1 General	0.1916824022	\$548,856	\$548,856	\$105.21
692110	Hospital No 1 Bond	0.1871199870	\$548,856	\$548,856	\$102.70
692150	Hospital No 1 EMS	0.3841374887	\$548,856	\$548,856	\$210.84
693030	Leavenworth Bond	0.0000000000	\$548,856	\$548,856	\$0.00
693031	Leavenworth General	1.1115419435	\$548,856	\$548,856	\$610.08
644001	Regional Library	0.3693977329	\$548,856	\$548,856	\$202.75
671101	Port General	0.2399548335	\$548,856	\$548,856	\$131.70
654161	Cascade SD 228 General	1.0492610622	\$548,856	\$548,856	\$575.89
654170	Cascade SD 228 Bond	1.4774565683	\$548,856	\$548,856	\$810.91
654175	Cascade SD 228 Cap Proj	0.1142549451	\$548,856	\$548,856	\$62.71
652001	State School Refund	0.0000539242	\$548,856	\$548,856	\$0.03
652003	State School 2	1.0967484031	\$548,856	\$548,856	\$601.96
652005	State School	2.0380122406	\$548,856	\$548,856	\$1,118.58
652025	State School 2 Refund	0.0000287381	\$548,856	\$548,856	\$0.02
677001	Upper Valley Park & Rec General	0.1017522746	\$548,856	\$548,856	\$55.85
677110	Upper Valley Park & Rec Bond	0.0000000000	\$548,856	\$548,856	\$0.00
107001	Flood Control Zone	0.0549017061	\$548,856	\$548,856	\$30.13
Total Tax Rate:		10.3367731812			
				Taxes w/Current Exemptions:	\$5,673.41
				Taxes w/o Exemptions:	\$5,673.41

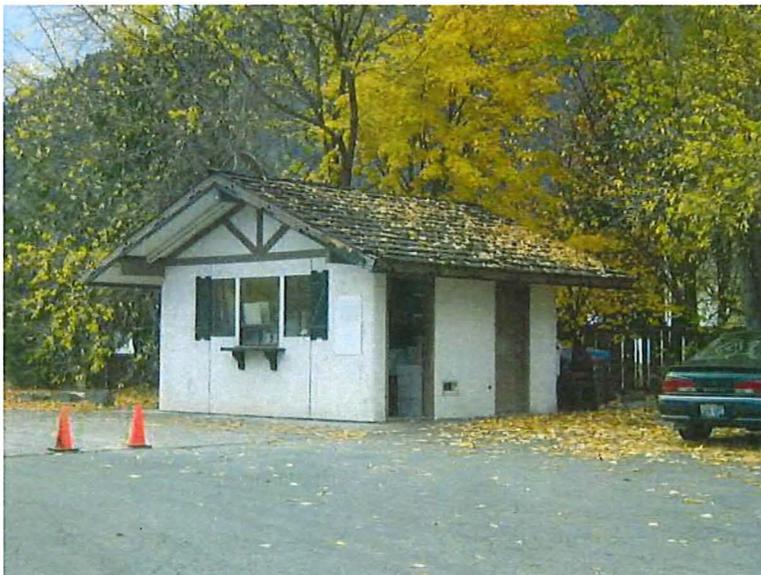
Improvement / Building

Sketch

No sketches available for this property.

Property Image

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).







**REAL ESTATE EXCISE TAX AFFIDAVIT**

**Part 1: General Information**

1. Name of Seller: REBECCA GARDNER BOED  
 2. Name of Buyer: REBECCA GARDNER BOED  
 3. Date of purchase: 02/11/2015  
 4. Address: 20111 S 202nd St, Kent, WA 98148

**Part 2: Property Description**

5. Description of property: 20111 S 202nd St, Kent, WA 98148  
 6. Acreage: 0.8400  
 7. Square Footage: 36590.40

**Part 3: Seller's Declaration**

I, the undersigned, being the Seller of the above property, do hereby certify that the above information is true and correct to the best of my knowledge and belief.

**Part 4: Buyer's Declaration**

I, the undersigned, being the Buyer of the above property, do hereby certify that the above information is true and correct to the best of my knowledge and belief.

**Part 5: Signatures**

Seller: REBECCA GARDNER BOED  
 Buyer: REBECCA GARDNER BOED

**REAL ESTATE EXCISE TAX AFFIDAVIT**

**Part 1: General Information**

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**Part 4: Buyer's Declaration**

I, the undersigned, being the Buyer of the above property, do hereby certify that the above information is true and correct to the best of my knowledge and belief.

**Part 5: Signatures**

Seller: REBECCA GARDNER BOED  
 Buyer: REBECCA GARDNER BOED

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	COM LAND	COMMERCIAL LAND	0.8400	36590.40	0.00	0.00	0.00	\$548,856	\$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2020	N/A	N/A	N/A	N/A	N/A
2019	\$0	\$548,856	\$0	\$548,856	\$548,856
2018	\$8,262	\$548,856	\$0	\$557,118	\$557,118
2017	\$9,319	\$548,856	\$0	\$558,175	\$558,175
2016	\$10,426	\$548,856	\$0	\$559,282	\$559,282
2015	\$11,488	\$548,856	\$0	\$560,344	\$560,344
2014	\$12,019	\$229,920	\$0	\$241,939	\$241,939
2013	\$18,000	\$229,920	\$0	\$247,920	\$247,920
2012	\$18,000	\$229,920	\$0	\$247,920	\$247,920
2011	\$18,000	\$229,920	\$0	\$247,920	\$247,920
2010	\$18,000	\$229,920	\$0	\$247,920	\$247,920
2009	\$18,000	\$229,920	\$0	\$247,920	\$247,920
2008	\$18,000	\$229,920	\$0	\$247,920	\$247,920
2007	\$18,000	\$229,920	\$0	\$247,920	\$247,920
2006	\$21,000	\$183,936	\$0	\$204,936	\$204,936

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	01/24/2018	Q	Quit Claim Deed	ENTIAT VALLEY DEVELOPMENTS LLC	R & S RENTALS LLC			\$0.00	177528	2470
2	01/22/2018	Q	Quit Claim Deed	ENTIAT VALLEY DEVELOPMENTS LLC	R & S RENTALS LLC				0	2470
3	10/17/2016	O	Other	ENTIAT VALLEY DEVELOPMENTS LLC					0	2440
4	12/17/2015	O	Other	ENTIAT VALLEY DEVELOPMENTS LLC	DER RITTERHOF INN LLC				0	
5	10/17/2012	Q	Quit Claim Deed	MC MAHON ROGER LEE	ENTIAT VALLEY DEVELOPMENTS LLC			\$0.00	156622	2370
6	12/19/1994	Q	Quit Claim Deed		MC MAHON ROGER LEE	1035	2950		0	
7	06/25/1991	W	Warranty Deed		WHITE WATER INVESTMENT CORP	950	1925		0	
8	05/12/1972	WD	Warranty Deed		BAVARIAN VILLAGE DEV. PART.	708	1048		0	
9	12/05/1994	Q	Quit Claim Deed			1035	295		8408200	

### Payout Agreement

No payout information available..



City of Leavenworth  
Department of Development Services

**Notice of Hearing**

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**Project Name/File Number:** Kristall's RV Parking/Camping / SUP2020-059  
**Physical Address of Property:** 188 Hwy 2  
Leavenworth, WA 98826  
**Applicant/Owner:** R&S Rentals, LLC  
Attn: Leah Mitchell  
6000 Warner Canyon Road  
Cashmere, WA 9881  
**Date of Application Submittal:** August 19, 2020  
**Date of Resubmittal:** August 21, 2020  
**Date of Notice of Completeness:** August 25, 2020  
**Comment Due Date:** **September 8, 2020**  
**Date & Location of Public Hearing:** **Tuesday, September 8, 2020 at 6:45 PM, online via Zoom, Meeting ID: 813 3828 4037, Passcode: 227388; Or the call-in phone number: 1-253-215-8782; OR Leavenworth City Hall, 700 Hwy 2, Leavenworth, WA 98826**

The public is encouraged to attend via zoom; however, City Hall will be open for the public wanting to attend the hearing in person. Social distancing will be required for those in attendance and space may be limited. Staff will open the zoom hosting site approximately 10 minutes prior to the meeting for people to assemble. The public is encouraged to submit written comments prior to the hearing

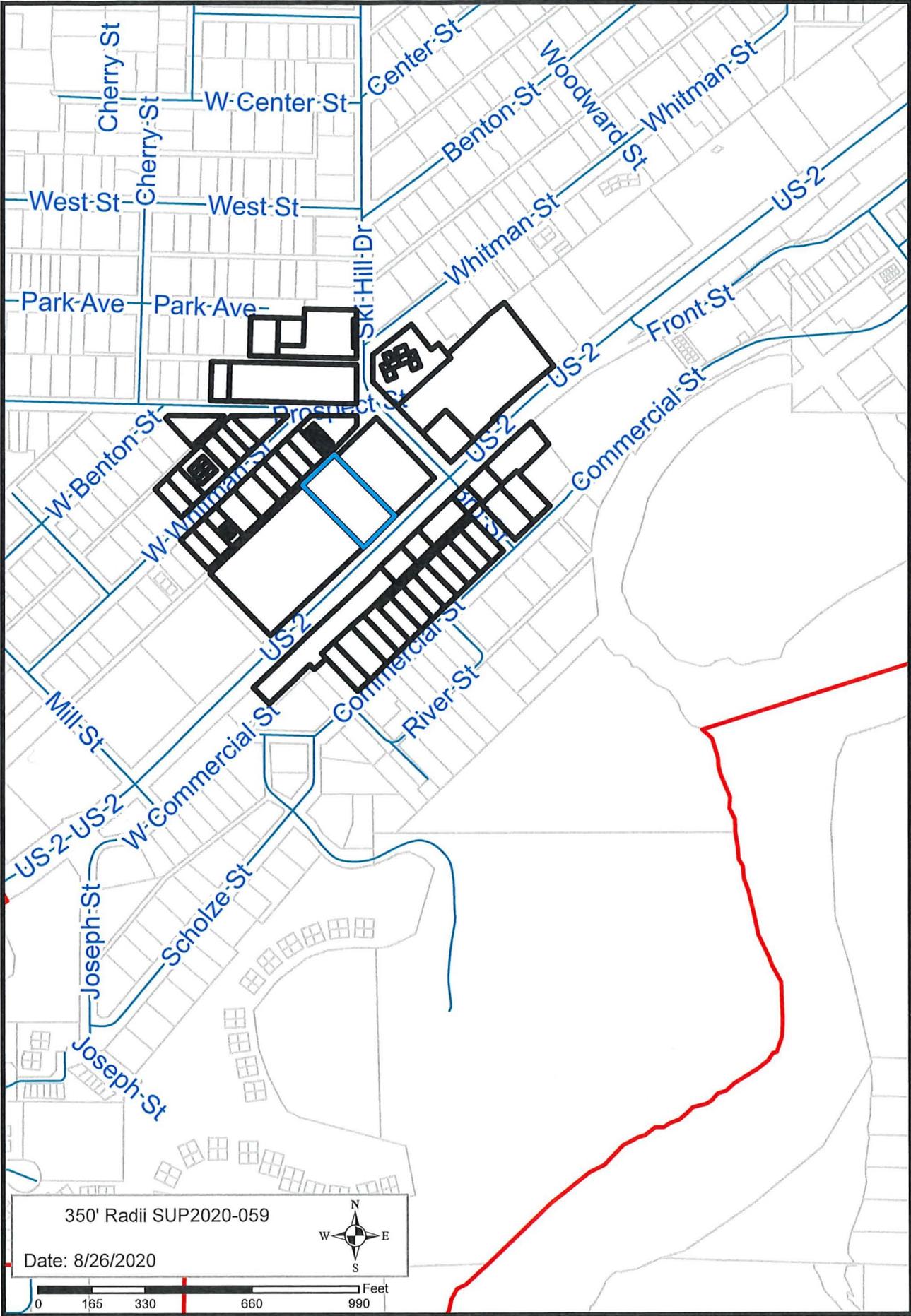
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**Project Description:** The applicant is requesting a Special Use Permit (SUP) Application for Parking of Recreational Vehicles – Camping under file number: SUP2020-059. The temporary Recreational Vehicle use is reviewed pursuant to Leavenworth Municipal Code (LMC) Chapter 10.14. The application site is 188 Highway 2, Leavenworth, Washington (east of Kristall's Restaurant). The property is identified by Assessor's Parcel Number: 24-17-11-140-070. The subject site is located within the Tourist Commercial (CT) zoning district

**SEPA Review:** This project is exempt from the State Environmental Policy Act (SEPA) pursuant to WAC 197-11-800(19).

**Public Comment / Review / Appeals:** The public and other agencies with jurisdiction are encouraged to review and comment on the proposed project and its probable impacts. It is the right of any person to comment on the above noted application, to receive notice of and participate in any hearings, and request a copy of the decision once it is made, or to appeal such decision subject to the requirements outlined in Title 21 of the Leavenworth Municipal Code. Interested persons must submit written comments and/or requests before **September 8, 2020 at 5:00 pm.**

The public is encouraged to submit written comments prior to the hearing. Materials may be requested via email, viewed by appointment at City Hall, or on the City's Public Portal at <https://lvnworth.wa.permittrax.com/Citizen/>. Questions may be directed to Lilith Vespier, Development Services, phone 509-548-5275 or email [dsmanger@cityofleavenworth.com](mailto:dsmanger@cityofleavenworth.com). **Staff Contact:** PO Box 287 / 700 Highway 2 Leavenworth, WA 98826



NCW Media, Inc  
 215-14th St.  
 PO Box 39  
 Leavenworth WA 98826  
 509-548-5286

City of Leavenworth

**Classified Insertion Order**

Parking Mtg.

**Contact:** Cragun, Sue  
**Address:** City of Leavenworth  
 P.O. BOX 287  
 LEAVENWORTH WA 98826-0287  
**Bill To:** City of Leavenworth  
 Tami Gates  
 P.O. BOX 287  
 LEAVENWORTH WA 98826-0287

**Sales Rep:** Carol  
**Phone:** (509) 548-5275  
**Email:** scragun@cityofleavenworth.com

**Order Date:** 8/26/2020  
**Order Number:** 750  
 0  
**Advertiser No:** 444

Start Date	End Date	No. of Runs	No. of Publications	Description	Classification	Ad Size	Price
9/2/2020	9/2/2020	2	2	Parking Mtg.	Public Notices	6.5956 Inches	\$101.50

Publications: Cashmere Valley Record, The Leavenworth Echo

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the Leavenworth City Council will hold a Public Hearing to consider and make a decision on Special Use Permit (SUP) Application for Parking of Recreational Vehicles - Camping. The Hearing will be held at 6:45pm, Tuesday, September 8, 2020, online via Zoom, Meeting ID: 813 3828 4037, Passcode: 227388; Or the call-in phone number: 1-253-215-8782. SUP2020-059 is an application for the temporary Recreational Vehicle parking, pursuant to Leavenworth Municipal Code (LMC) Chapter 10.14. The application site is 188 Highway 2, Leavenworth, Washington (east of Kristall's Restaurant). The property is identified by Assessor's Parcel Number: 24-17-11-140-070. The subject site is located within the Tourist Commercial (CT) zoning district. The public is encouraged to attend via zoom; however, City Hall will be open for the public wanting to attend the hearing in person. Social distancing will be required for those in attendance and space may be limited. The public is encouraged to submit written comments prior to the hearing. Materials may be requested via email, viewed by appointment at City Hall, or on the City's Public Portal at [https://lvnworth\\_wa.permittax.com/Citizen/](https://lvnworth_wa.permittax.com/Citizen/) Questions may be directed to Lillith Vespier, Development Services, phone 509-548-5275 or email [dsmanager@cityofleavenworth.com](mailto:dsmanager@cityofleavenworth.com) Published in The Leavenworth Echo/Cashmere Valley Record on September 2, 2020. #750

<b>Run Count:</b> 2	<b>Publication Count:</b> 2	<b>SubTotal:</b>	\$101.50
		<b>Total Price:</b>	\$101.50

**Authorization To Run Advertisement**

Printed Name

Signature

## Lilith Vespier

---

**From:** Jack Whisler <john.whisler@yahoo.com>  
**Sent:** Thursday, August 27, 2020 1:00 PM  
**To:** Lilith Vespier  
**Subject:** Kristalls RV lot

Dear City

A RV parking lot will just be another eyesore in downtown Leavenworth. There will also be unwanted noise, traffic, and garbage as a consequence as well.

Please reject this proposal.

Thank you,

John Whisler

## **Chapter 10.14**

# **PARKING OF RECREATIONAL VEHICLES – CAMPING**

Sections:

**10.14.010 Purpose of provisions – Definitions.**

**10.14.020 Overnight parking of RVs prohibited.**

**10.14.030 Temporary RV parking area – Permit required.**

**10.14.040 Temporary RV parking area – Standards.**

**10.14.050 No outdoor camping permitted.**

**10.14.060 Violation – Penalties.**

**10.14.010 Purpose of provisions – Definitions.**

The unregulated allowance of overnight parking of recreational vehicles on streets, vacant lots, open areas and private property in the city has the potential to create substantial health, safety, economic and quality of life problems. This chapter establishes standards, procedures and restrictions intended to control overnight parking of RVs and camping during tourist periods, special events and throughout the year.

A. “Recreational vehicle (RV),” for the purpose of this chapter, is any motor home, vacation trailer, camping trailer, camper, conversion or van, capable of movement on a roadway which will afford a degree of shelter for humans.

B. “Camping” for the purpose of this chapter is sleeping outdoors in the open, in a tent, or in other similar temporary shelter. [Ord. 1457 § 1 (Att. A), 2013; Ord. 886 § 1, 1991.]

**10.14.020 Overnight parking of RVs prohibited.**

The parking of recreational vehicles on any street, including any portion of a dedicated right-of-way within the city limits of Leavenworth, for the purpose of occupancy, camping or sleeping is prohibited. [Ord. 1457 § 1 (Att. A), 2013; Ord. 886 § 2, 1991.]

**10.14.030 Temporary RV parking area – Permit required.**

Any person or group that charges a fee to provide space for occasional, temporary overnight parking of an RV during tourist visitation or special events periods must obtain a permit approved by the city council. A separate permit shall be required for each individual or sponsoring group for each festival or

special event when overnight RV parking will occur. A fee of \$100.00 shall be charged for each occasional temporary overnight permit. The duration of a permit shall be set by the city administrative office but shall not exceed seven days, after which the permit must be renewed, and only three renewals will be granted in a calendar year to a specific location. [Ord. 1457 § 1 (Att. A), 2013; Ord. 886 § 3, 1991.]

#### **10.14.040 Temporary RV parking area – Standards.**

The following standards shall apply to any temporary RV parking areas approved under a permit by the city council:

A. No temporary RV parking areas shall be allowed in the residential districts.

B. No more than 20 RVs may be allowed on a single property.

C. There shall be a minimum of five feet on each side of the vehicle and five feet at the rear of all units. ✓ □

D. Prior to approval, the applicant shall obtain approval from the fire district regarding access and other emergency service needs. ✓

E. An internal driveway with a minimum driveable width of 16 feet shall provide direct access to each RV parking space. Any and all surfacing shall comply with applicable stormwater and erosion control rules and regulations. For the purposes of this section “drivable” means a graveled or similar surface for dust and erosion control.

F. The permittee shall provide portable chemical toilets in the ratio of at least one for every 20 temporary RV spaces. If deemed necessary by the city council, an increased number may be required at the time of the permit approval. At least one portable chemical toilet shall be required for each permit issued. Portable toilets shall be serviced at intervals sufficient to prevent spillages, nuisances, or health hazards. □

G. Garbage dumpsters shall be provided in the ratio of at least one for every 20 temporary RV spaces. If deemed necessary by the city council, an increased number may be required at the time of permit approval. At least one dumpster shall be required for each permit. □

H. Disposal of “grey water” onto or into catch basins or sewer manholes is prohibited. Recreational vehicles must discharge grey water into self-contained holding tanks or into portable, sealable holding tanks.

I. The city council is authorized to attach any additional requirements to the issuances of a permit which it may deem necessary for the maintenance of health, safety, or general welfare, or to assure adherence to the provisions of this chapter. The permits will comply with all health and fire regulations. [Ord. 1457 § 1 (Att. A), 2013; Ord. 886 § 4, 1991.]

**10.14.050 No outdoor camping permitted.**

Outdoor camping within Leavenworth's public parks, rights-of-way, and other city-owned property is not permitted without a permit. Camping fee and a temporary permit with fees are required and sanitary and garbage facilities must be available for groups of outdoor campers. The fee for an outdoor camping permit shall be the same as for temporary RV parking areas and shall meet the same conditions as a temporary RV parking area permit. [Ord. 1457 § 1 (Att. A), 2013; Ord. 886 § 5, 1991.]

**10.14.060 Violation – Penalties.**

Violation of this chapter is a civil infraction and shall be punishable by penalty of not greater than \$500.00 per day for each day the violation occurs. The city may also exercise civil remedies to enjoin any violation of this chapter and in the event the city is a prevailing party in such action the nonprevailing party shall be required to pay the city's costs and reasonable attorney fees. [Ord. 1457 § 1 (Att. A), 2013; Ord. 886 § 6, 1991.]

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The Leavenworth Municipal Code is current through Ordinance 1611, and legislation passed through June 9, 2020.

Disclaimer: The City Clerk's office has the official version of the Leavenworth Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://cityofleavenworth.com/>

City Telephone: (509) 548-5275

[Code Publishing Company](#)

## **FRANCHISE AGREEMENT**

This Franchise Agreement is between the City of Leavenworth, Washington, hereinafter referred to as the “Grantor” or the “City” and Falcon Video Communications, L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs and interests of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

### **SECTION 1** **Definitions**

**1.1 Definitions.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership with the Grantee.
- B. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act
- C. "Council" shall mean the governing body of the Grantor.
- D. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

- E. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- F. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- G. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, received by Grantee or its Affiliates from the operation of the Cable System to provide Cable Services in the Service Area; provided, however, that such phrase shall not include: (1) revenues received from any national advertising; (2) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the Franchise Fee, utility fee and the FCC user fee; (3) bad debt; (4) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- H. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- I. "Service Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- J. "State" shall mean the State of Washington.
- K. "Street", "Right of Way", and "Public Way" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- L. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

## **SECTION 2** **Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any wires, cable, underground conduits, utility poles, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by Federal, State or Local law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in subsection 14.15.

**2.3 Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local resolution or ordinance, to the extent that the provisions of the resolution or ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor resolution or ordinance or regulation, this Franchise shall prevail.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

## **SECTION 3** **Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

## **SECTION 4** **Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor which shall include payment of costs for Grantee's legal defense of Grantor, its officers, boards, commissions, agents, and employees from all claims for injury or damages to any Person or property arising out of this franchise or

caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, judgment, growing out of any injury to any Person or property as a result of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor at least ten (10) calendar days prior to the deadline for responding to the claim or action, and if no such deadline exists, within fifteen (15) days of the Grantor's receipt of the claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder, subject to the Grantor's approval, which shall not be unreasonably denied, and the Grantor shall cooperate fully herein. Should the Grantor object to Grantee's selection of legal counsel in the defense of Grantor due to potential conflict of interest, Grantee agrees to select a different counsel which Grantor shall not unreasonably deny. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

**4.2 Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$5,000,000 per occurrence, Combined Single Liability (C.S.L.) \$5,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned and hired autos	\$5,000,000 per occurrence C.S.L.
Umbrella Liability	\$5,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**4.3 Bonds.** Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other assurance as a condition of being awarded the

Franchise or continuing its existence. The Grantor agrees to require construction bonds only for new construction projects in such amounts and during such times as there is a reasonably demonstrated need or where required by state or local law. Initially, no bond or surety will be required. In the event that a construction bond is required, the Grantor agrees to give Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. The construction bond shall be canceled upon completion of the new construction project and the Grantor's return of the original bond or its release consent shall not be delayed.

## **SECTION 5** **Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

## **SECTION 6** **Service Availability**

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) unserved residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for the service. If such residence is located within one hundred twenty five (125) feet of Grantee's existing distribution system, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

**6.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require

as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Grantee.

**6.4 Annexation and Address Changes.** In the event the Grantor modifies the Service Area by annexation or any other means, the Grantor shall provide notice to Grantee in writing to the address set forth below by U.S. certified mail, return receipt requested. Grantor shall provide detail and information, including address files and maps in sufficient detail and in a digital format. Grantee shall begin to collect Franchise Fees from Subscribers in any annexed area within ninety (90) days of such notice and address information as described above. Grantee shall not be obligated to collect and remit Franchise Fees until such notice and information has been received by Grantee.

The Grantor shall also notify Grantee of all new street address assignments or changes within the Service Area.

All notices provided under this subsection shall be delivered to the Grantee at the following addresses:

Attn: Director of Government Relations  
Charter Communications  
222 NE Park Plaza Drive, #231  
Vancouver, WA 98684

With a copy to:

Charter Communications  
Attn: Vice President, Government Relations  
601 Massachusetts Ave NW, Ste 400W  
Washington, DC 20001

Grantee shall provide Grantor thirty (30) days written notice of address changes affecting this subsection pursuant to section 14.5.

## **SECTION 7** **Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electrical Safety Code, National Electric Code and all Occupational Safety and Health Administration (OSHA) regulations.

**7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards relating to Cable Systems contained in Part 76 of the federal's rules and regulations as may, from time to time, be amended.

**7.4 Performance Monitoring.** Grantee shall test the Cable System consistent with FCC regulations.

## **SECTION 8** **Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

**8.2 Underground Construction.** Except for high voltage lines, the facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground consistent with state and federal law. In the event that any other utilities or Persons in the Right of Way, including telephone, cable, and broadband companies, are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as allowed by state and federal law.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or

disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to public utility companies and other entities operating in the Service Area.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the Public Way or public property as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets or Public Way immediately prior to such damage or disturbance within 30 days, or such longer time provided by the Grantor in the event of weather or other events beyond Grantee's control. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public, which may include but not be limited to placing a temporary patch, installing a trench plate or making other temporary repairs until the Street or Public Way is restored. Completion of the Grantor Street restoration in a manner consistent with Grantor permits and approved plans shall satisfy the Grantee's restoration obligations under this section.

In the event that the Grantee or its contractors should fail to restore any Grantor Streets consistent with Grantor codes and ordinances, Grantor may, after forty five (45) days' prior written notice make such repairs or restorations as are necessary to return the Grantor Streets to their pre-work condition, except if in the opinion of the Grantor, the Grantee's deficient restoration causes an emergency situation resulting in an immediate hazard to public safety, health, or property, the Grantor may repair the deficiency without prior notice to the Grantee. The Grantee shall be responsible for reimbursing the Grantor for any and all costs and expenses incurred by the Grantor to correct any deficiency in the Grantee's restoration of the Street, whether with notice as set out above or on an emergency basis. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, and an explanation of the basis for the Grantor's determination that emergency restoration action was required to remove an immediate hazard to public safety, health or property, the Grantee shall pay the bill within sixty (60) days. Standards and conditions acceptable to the Grantor shall be

equally and uniformly applied to Grantee as to any other Person in the Street and consistent with all applicable Grantor codes as they may apply to the Grantor's police powers.

**8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

**8.7 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.8 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.9 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.10 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall notify Grantee in writing and make application for such funds on behalf of the Grantee if the same is made for any other Person using the Street, conditioned upon the availability of such funds to Cable Operators and reimbursement is allowed under state and federal law.

**8.11 Joint Trenching/Boring.** To the extent it is technically, commercially and economically feasible, Grantee shall joint trench or share bores or cuts and work with other providers (such as, but not limited to, other cable, telecommunications, gas, and electric companies), licensees, permittees and franchisees so as to reduce the number of right-of-way cuts within the Service Area.

**8.12 Emergency Override.** Grantee shall comply with Federal Emergency Alert System (“EAS”) rules and regulations.

## **SECTION 9** **Service and Rates**

**9.1 Complimentary Services.** Grantee may, on a voluntary basis without charge, agree to provide Basic and Expanded Basic service to K-12 schools and public libraries within the Service Area pursuant to Federal law.

**9.2 Customer Service Standards.** Grantee shall comply with the customer service standards set forth in Section 76.309 of Federal Regulations, as such may be amended from time to time.

**9.3 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**9.4 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**9.5 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under 6.1 of this Agreement.

**9.6 Public, Educational and Government (“PEG”) Access Programming.** Upon one (1) year prior written notice from Grantor, Grantee shall provide one (1) channel on the Cable System for the use by the Grantor for original, locally-produced, non-commercial, video programming for Public, Education and Government (“PEG”) access programming. Programming shall be produced in the State of Washington. The PEG channel may be placed on any tier of service available to all Subscribers, including the digital tier. The Grantor shall utilize the PEG channel as follows: the Grantor shall provide programming on the channel to occupy seventy percent (70%) of the hours between 11 a.m. and 9 p.m. for any twelve (12) consecutive week period. A program may be repeated no more than three (3) times for any twelve (12) consecutive week period, unless authorized by written consent of Grantee. Time allocated to character-generated or similar programming shall be excluded from the determination of when such channel is in use and programmed.

**9.76 Grantee's Use.** In the event the programming levels set forth herein are not maintained or if the Grantor does not adequately use the channel, Grantee reserves the

right to have the channel returned to the Grantee for the Grantee's use upon sixty (60) days prior written notice to the Grantor. The Grantor may exercise its right to again utilize said PEG channel by providing a sixty (60) day written notice to the Grantee that includes an explanation of the Grantor's plan to utilize the channel according to the conditions set forth herein. The Grantee may use the designated channel during those hours that the Grantor or other governmental, public or educational entity is not using the channel.

**9.87 Indemnification and Restrictions.** The Grantor shall indemnify, save and hold harmless the Grantee from and against any and all liability resulting from the Grantor's use of the aforementioned PEG channel whether Grantor operates the PEG channel from Grantor's facilities or a third party's facilities or from Grantee's facilities. Grantee shall not be responsible for operating and managing the PEG channel including approving any PEG programming and/or for obtaining releases from programmers for any PEG programming. The PEG Channel shall be non-commercial, not-for-profit, and non-competitive. The PEG Channel shall not be used for commercial purposes, such as leasing capacity, advertising, or any use whatsoever that may generate revenue (subject to the permissible uses as outlined in this subsection) for the Grantor or any other Person, or compete with current or future services provided by the Grantee, its designee or assignee. Notwithstanding the foregoing, Grantor and Grantee agree that the Grantor may receive and acknowledge financial support for the provision of PEG Programming for charitable, educational or governmental access purposes with up to a thirty (30) second video and/or audio acknowledgment window at the beginning and end of the sponsored program. The acknowledgement shall only contain the name, logo, address or general location, and an image of the building or property in lieu of a logo of each sponsor.

## **SECTION 10 Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three and one half percent (3 ½ %) of the annual Gross Revenue. Grantee may credit against any such franchise fee payments any tax, fees (other than Franchise Fees) or assessment of any kind imposed by the Grantor or other governmental entity on a Cable Service provider or a Subscriber, or both, solely because of their status as such. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with Federal law.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be calculated on an annual basis consistent with Federal law. Grantee agrees to pay Franchise Fees to the Grantor within forty-five (45) days of the close of each quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise. Grantor shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges. Grantee shall continue to make Franchise Fee payments under the terms of the former Franchise during the interim period.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee was due. Upon thirty (30) days written notice to Grantee, the Grantor shall have the right to audit the books and records of Grantee to determine whether Grantee has paid the franchise fees owed. If there is a dispute as to whether a particular item of revenue is within the scope of the term Gross Revenues and Grantee withholds revenue records on the ground that the revenues are not subject to the franchise fee, Grantee agrees that it will provide a certified statement describing the nature of the revenues contained in the records withheld. Said audit shall be conducted no more often than annually, and the audit period shall not be any greater than the previous six (6) years. The audit shall not last longer than six (6) months. Any undisputed additional amounts due to the Grantor as a result of the audit shall be paid within sixty (60) days following written notice to Grantee by the Grantor, which notice shall include a copy of the audit findings.

**10.5 Increased Franchise Fee.** The Grantor may unilaterally, upon sixty days advance written notice to Grantee, increase the Franchise Fee up to five percent (5%) of Grantee's Gross Revenues by amendment of this Franchise, provided that any such fee increase is also assessed on all other Cable Service providers within the Service Area. In no event, shall the Franchise Fee payments exceed five percent (5%) of the Gross Revenues received by Grantee in any twelve (12) month period, consistent with federal law.

## **SECTION 11** **Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder and Cable System shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, and such consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request including an FCC form 394, consent by the Grantor shall be deemed given.

**SECTION 12**  
**Records, Reports and Maps**

**12.1 Reports Required.** The Grantee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

**12.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

**12.3 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis any and all records that are legally permissible for release and that are reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and Federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person. The Grantor, its agents, employees, representatives or any other Person who has access to records provided by the Grantee shall sign Grantee's nondisclosure agreement prior to records review for any review of confidential information.

**SECTION 13**  
**Enforcement or Revocation**

**13.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, including federal customer service standards under Section 9, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

**13.2 Grantee’s Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**13.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the City Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the City in accordance with subsection 14.6 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

**13.4 Enforcement.** Subject to applicable Federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

**13.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more

instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating Grantor's intent to revoke the Franchise.

- B. At the hearing, the City Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, neither the Grantee nor Grantor waives any of its rights under Federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

## **SECTION 14** **Miscellaneous Provisions**

**14.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**14.2 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fine, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area.

**14.3 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**14.4 Equal Protection.** If any other wireline provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or Federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to the mutual satisfaction of Grantor and Grantee to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on any competing provider. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor and to take in its place the same franchise of a competing provider of Cable Services or video services authorized by the Grantor. Grantee may also choose to obtain a replacement franchise, license, consent, certificate or other authorization with any lawfully authorized state or federal governmental entity. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity if allowed at any time under state or federal law. At no time, however, shall Grantee be allowed to occupy or use the streets or public rights-of-way of the Grantor or be allowed to operate without a franchise or other lawful authorization.

**14.5 Notices.** Unless otherwise provided by Federal, State or Local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested or by nationally or internationally recognized courier service such as Federal Express. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means.

Notice served upon the Grantor shall be delivered or sent to:

City of Leavenworth  
P.O. Box 287  
Leavenworth, WA 98826  
Attn: City Administrator

And every notice served upon Grantee shall be delivered or sent to:

Charter Communications  
Attn: Director, Government Relations

222 NE Park Plaza Drive, #231  
Vancouver, WA 98684

With a copy to:

Charter Communications  
Attn: Vice President, Government Relations  
601 Massachusetts Ave NW, Ste 400W  
Washington, DC 20001

**14.6 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**14.6.1** Grantor shall provide written notice within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 14.6 above.

**14.7 Periodic Evaluation, Review**

- A. Upon at least sixty (60) days advance written notice to Grantee, the Grantor may require review sessions within thirty (30) days of the third and sixth anniversary dates of the effective date of this Franchise.
- B. The notice to Grantee shall include the specific topics to be addressed, the reasons for the topics to be addressed during a public forum, and the relevant subsections of the Franchise that may pertain. Grantee shall not be required to release or discuss any information that may be proprietary or confidential, including Subscriber information in violation of Section 631 of the Cable Act. Release of any information by Grantee to Grantor, whether in writing or verbally communicated, is subject to Section 12.

**14.8 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**14.9 Entire Agreement.** This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the subject matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and are superseded hereby and thereby.

**14.10 Amendments.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein except for the lawful exercise of the City's police powers and with the exception of Section 10.5, subject to the foregoing, any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

**14.11 Governing Laws.**

- A. This Franchise shall be construed in a manner consistent with all applicable Federal and Washington State laws and Grantor's regulations under Grantor's police powers.
- B. In the event of a change in State or Federal law which by its terms would require the Grantor to amend this Agreement, the parties shall negotiate in good faith to modify the Franchise in a mutually agreed upon manner and subject to Section 14.8.
- C. Venue for appeal or other action shall lie in a tribunal with jurisdiction over the parties and the subject matter of this franchise.

**14.12 Cumulative Rights.** All rights and remedies given to the City by this franchise agreement shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City.

**14.13 Non - Waiver.** The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City to hereafter enforce the same.

**14.14 Binding Effect.** This franchise shall be binding upon the parties hereto, their permitted successors and assigns.

**14.15 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement. This Franchise shall expire ten years after the date of the execution of this agreement.

Considered and approved this \_\_\_\_ day of \_\_\_\_\_, 2020

City of Leavenworth, Washington

Signature: \_\_\_\_\_

Name/Title: Carl J. Florea, Mayor

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2020, subject to applicable federal and State law.

Spectrum Pacific West, LLC  
By: Charter Communications Inc., its  
Manager

By: \_\_\_\_\_

Printed Name: Paul D. Abbott  
Title: Vice-President, Local Government  
Affairs & Franchising  
Charter Communications, Inc.

**LEAVENWORTH CITY COUNCIL**  
**Study Session Agenda**  
**City Hall - Council Chambers**  
**September 8, 2020 8:30 – 11:30 AM**

**8:30 – 8:40 Chamber Report**

This time is provided for a Chamber of Commerce representative to provide an update to the City Council on items of interest to the Chamber and City.

**8:40 – 9:10 Lodging Tax Group Funding – Review 2021 Funding & Award Process / Review Lodging Tax 2021-2022 Draft Budget**

This time is set aside for the Council to discuss the draft Lodging Tax Fund Budget for 2021-2022 and to consider options for the annual Grant Programs for festivals/events and hospitality/special projects. The Finance Committee met on August 20, 2020 and had a good discussion of the Fund resources and planned potential cutbacks in 2020 as well as 2021/2022. Finance Director Steiner will review the potential cost savings for items that are anticipated to not be spent in 2020. The Finance Committee members will share their thoughts on reductions proposed for the 2021/2022 budget and consideration for the capital improvement project for expansion of the Front Street Restrooms.

The following item is included under **TAB B**:

- Lodging Tax Fund Spreadsheet 2018-2022 Budget

**9:10 – 9:25 Lodging Tax Partnership Funding Contracts**

The City of Leavenworth has traditionally entered into contracts with three 501 c 3 organizations: The Greater Leavenworth Museum, the Autumn Leaf Festival Association, and the Ski Hill Heritage Foundation. The amounts for these contracts are \$14,000, \$30,300 and \$20,000 respectively; Lodging Tax funds are used to fund these contracts. Past discussions included rethinking the 12-month length of these contracts and the use of multiyear terms instead. Currently, the Council could discuss the justification for providing this support to these three organizations outside of a public grant making process and best practices such as public requests for proposals, evaluation criteria, funding priorities, and public presentations. Furthermore, the Council could discuss possible monitoring activities such as reporting and or making presentations to Council to enhance accountability and transparency for delivery of contract outcomes. Unless otherwise indicated, staff will include these contracts in the budget process currently taking place.

**Contract Summary:**

**Greater Leavenworth Museum (\$14,000)** Funding is provided to cover lease payments, advertising, marketing, and social media activities.

**Autumn Leaf Festival Association (\$30,300)** Funding is provided to promote the “Old World Bavarian Alpine Theme” throughout the Pacific Northwest and Canada and to pay for expenses related to the design, building, and maintenance of the Autumn Leaf Festival Parade Float and trailer.

**Ski Hill Heritage Foundation (\$20,000)** Funding is provided to promote events and support operations. Funding supports the Ski Hill facility, Nordic skiing venues, tubing hill at the Golf Course, and events such as the Skirerren race, Kick Your Sticks Nordic Ski, and Ski for Health day.

There are no items included under **TAB C**.

### **9:25 – 9:30      Summary of Council Areas of Interest**

The Council held its annual retreat on July 31, 2020. A summary of areas of priorities, as stated by each Council member, had been previously submitted for Council review. The attached new document reflects changes made by Council members and will form a framework for the next biennial budget.

In summary, the Council has articulated the following priorities, which will guide requested allocations for the new budget; these are not listed in priority order.

- Osborn acquisition and development.
- Development of workforce and affordable housing at Meadowlark.
- Increase communications and transparency with greater community through increased staffing.
- Natural resources stewardship and fire management.
- Create new structures to manage events.
- Continue exercising fiscal discipline.
- Increase capacity of local infrastructure: parking, traffic, utilities, sustainable development.
- Increase community involvement.

The following item is included under **TAB D**:

- Council matrix

### **9:30-9:40      Resolution XX-2020 – Legislative Priorities for FY 2021 + FY 2022**

The City of Leavenworth is facing a number of important infrastructure challenges. Streets, water, and sewer systems need significant funding to continue the major investments made in the last few years. In addition, the sustainability of the community as a place where all incomes can live is in danger. With over 40% of housing stock existing as a second or vacation home and many local employees unable to find affordable housing in the City, workforce housing is also a

focus for the next biennium. Lastly, the City will prioritize influencing legislation that increases COVID-19 funding to small communities. Proposed legislative priorities include:

- Infrastructure funding/Sales Tax Option – Governor’s Office
- Hotel tax increases for housing – Governor’s Office
- Pedestrian and traffic calming measures – U.S. Department of Transportation
- COVID-19 Funding
- Water Rights

There are no items included under **TAB E**.

### **9:40 – 9:55 Special Use Permit for RV Parking / Camping Permit**

The Leavenworth Municipal Code (LMC) Chapter 10.14 includes specific regulations for the use of RV Parking/Camping as a special use permit. The permit is issued by the City Council and then may be renewed three times by the City Administrator. Each permit/renewal is for up to seven days. Because the action is similar to a land use permit, it is appropriate that the review of this request be completed with a public hearing to provide an opportunity for the applicant and the public to comment.

Kristall’s has been using its vacant lot to the west for RV Parking/Camping for several years; however, it only came to the City’s attention after a noise complaint was received on July 17, 2020. Leah Mitchell has been the primary contact for addressing the complaint and subsequent application of the special use permit. The initial special use application was received August 17, 2020 and a revised application on August 24, 2020. On September 2, 2020, the City received a second complaint about the property having tent camping. The RV Parking permit requirements do not indicate if tent camping is permitted. The applicant has not requested tent camping or shown it on the site plan. The City Council will need to attach a condition to the permit addressing tent camping.



The LMC provides a specific list of criteria for issuing the permit, which staff has reviewed and determined to be adequate for the purpose of a temporary permit.

The following items are included under **TAB 9 (Evening Meeting)**:

- Draft Special Use Permit (approval)
- Application and Related File Documents

## **9:55 – 10:10 Professional Services Agreement Gray & Osborne Development Standards Update**

Staff seeks direction from Council to execute the proposed Professional Services Agreement (PSA) with Gray & Osborne Engineering to update and to prepare the City's Standard Construction details and notes. These revised standards will enable the City to provide thorough, clear, and consistent direction to developers and contractors for completing work within the City. These standards describe the type of facilities such as hydrants, water connections, sewer manholes, street details, etc. that are required by the City, in addition to (or in lieu of) the Washington State Handbook.

This long needed and overdue process began (in-house) in 2018, but it has since become evident that, due to staff time limitations, outside engineering consulting services were needed for completion of the project. The City's then on-call services engineering firm, Pacific Engineering, began consultation on the project; however, due to an illness of the principal in charge of the consultation for Pacific Engineering, the project was dropped. Staff is requesting Council's approval to allow the City's new on-call engineering firm, Gray & Osborne, to now complete the project.

The following item is included under **TAB 7 (Evening Meeting)**:

- Gray & Osborne Professional Services Agreement (PSA)

## **10:10 – 10:30 Council Meetings and Other Convening**

Council members continue to eagerly participate in important discussions outside the Council regular meetings; such participation in recent times have included the Planning Commission discussion about traffic and paid parking in the downtown. The Council may want to revisit the use of committees and its desire for some topics to be discussed in front of the entire Council, which ensures that the meeting has been properly advertised. Last month there were concerns that quorums may be reached in meetings. In addition, there were concerns that information obtained at meetings outside council gatherings may influence quasi legal conversations in the future.

There are no items included under **TAB H**.

## **10:30 – 11:00 Parking Implementation Update**

The Parking Advisory Committee has developed a comprehensive workplan for the implementation of paid meters, upgraded payment systems for surface lot parking, employee parking, and residential parking permits. This discussion seeks to update the Council on the following topics:

1. Paid street parking/meters
2. Paid surface lot parking
3. Employee parking
4. Residential parking permits

The following items are included under **TAB I**:

- City Workplan
- PowerPoint Presentation from 8/20/2020
- <https://www.google.com/maps/d/edit?mid=1UrlXdJx99aECip-z0cXJMjooEKf-8aeZ&usp=sharing>
- CivicSmart Workplan

**11:00 – 11:30 Council Open Discussion / Public Comment Period**

This time is for the Council open discussion and public comments.

104 LODGING TAX FUND

BARS CODE	Description	2018 Actual	2019 Actual	2020 Amended Budget	2020 To Date Actuals Thru 6/30/2020	2021 Proposed	2022 Proposed	% Change from 2020 Amended Budget to 2021 Proposed Budget	
<b>REVENUES</b>									
308.10.01.04	RESERVED BEGINNING NET CASH & INVEST	622,756	978,654	1,512,338	1,512,338	1,035,947	503,174	-32%	2020 Budget Reduced Spending of \$450,106 plus updated predictions for higher taxes
	Taxes								
313.31.00.00	Motel Tax-2%	816,911	959,654	573,971	354,095	674,997	742,496	18%	Updated Predictions with remaining year at 60% (Sept-Dec); 2022 + 10%
313.31.01.00	Motel Tax 3%	1,227,955	1,440,268	860,952	531,148	1,012,495	1,113,744	18%	
	TOTAL TAXES	2,044,866	2,399,923	1,434,923	885,243	1,687,492	1,856,241	18%	2020 was \$2M originally
	Interest & Other Earnings								
361.11.01.04	Investment Interest	13,673	32,711	10,000	12,321	5,000	5,000	-50%	
367.00.02.01	Donations ProjBayern	0	0	0	0	0	0	#DIV/0!	
367.11.00.08	Donations - General	0	0	0	0	0	0	#DIV/0!	
	TOTAL INTEREST & OTHER EARNINGS	13,673	32,711	10,000	12,321	5,000	5,000	-50%	
	Non Revenues & Interfund Transfers								
	Keep for future use.	0	0	0	0	0	0	#DIV/0!	
	TOTAL NON REVENUES & INTER. TRANSFERS	0	0	0	0	0	0	#DIV/0!	
	<b>TOTAL BEG. FUND BAL. + REVENUES</b>	<b>2,681,296</b>	<b>3,411,288</b>	<b>2,957,261</b>	<b>2,409,902</b>	<b>2,728,438</b>	<b>2,364,415</b>	<b>-8%</b>	
<b>EXPENSES</b>									
	Community Services								
557.30.10.00	Salaries & Wages-Tourism Support Svs	119,023	127,468	174,241	74,860	171,785	177,235	-1%	
557.30.15.00	Festival & Event Security (Pac. Sec & Sheriff)	54,840	53,118	60,000	21,755	60,000	60,000	0%	
557.30.15.01	Overtime-Tourism Support Svs	3,541	4,100	3,838	2,130	4,509	4,667	17%	
557.30.15.02	Festival & Event Parking & Traffic Control	78,798	64,800	150,000	(20,000)	100,000	100,000	-33%	
557.30.20.00	Benefits-Tourism Support Services	56,202	59,264	77,769	33,538	83,471	83,046	7%	
557.30.25.01	Overtime Benefits-Tourism Support Svs	1,627	1,916	0	993	0	0	#DIV/0!	
557.30.31.00	Operating Supplies - Restrooms	15,465	17,321	18,360	2,475	20,196	22,216	10%	GF - Parks = \$46K
557.30.31.01	Operating Supplies - COVID	0	0	0	0	0	0	#DIV/0!	
557.30.40.00	Interfund Rentals & Leases	9,075	9,529	52,315	26,158	14,065	14,487	-73%	
557.30.40.01	Other Interfund Svs & Chgs	13,660	21,880	20,262	10,131	20,709	20,262	2%	
557.30.41.01	ProSvs-COVID Downtown	0	0	15,000	0	0	0	-100%	
557.30.41.02	ProSvs-Restroom Attendant	6,003	9,918	8,500	435	8,500	8,500	0%	
557.30.41.03	ProSvs-Recycling Collections/Sorting	8,170	6,803	5,000	1,311	5,000	5,000	0%	
557.30.44.00	Advertising - Chamber	302,924	361,382	427,564	94,525	277,500	312,186	-35%	
557.30.44.01	Advertising - LAP	643,999	643,951	721,280	266,347	539,000	586,000	-25%	
557.30.44.02	Advertising - Autumn Leaf Assoc.	15,300	13,790	15,300	3,200	15,300	15,300	0%	
557.30.44.03	Advertising - Festhalle	10,000	20,000	20,000	72	10,000	10,000	-50%	
557.30.44.05	Advertising - Golf Course	5,000	5,000	5,000	1,843	5,000	5,000	0%	
557.30.44.08	Advertising - Festival/Events	10,300	5,403	15,000	0	15,000	15,000	0%	
557.30.44.09	Advertising - Hospitality/Special Projects	0	0	30,000	6,327	30,000	30,000	0%	
557.30.44.10	Advertising/Operations-Museum	10,000	10,000	14,000	0	10,000	10,000	-29%	
557.30.44.12	Advertising - Emergency Responses	0	0	0	0	0	0	#DIV/0!	
557.30.44.13	Advertising - Stevens Pass	20,000	0	0	0	0	0	#DIV/0!	
557.30.44.14	Autumn Leaf Special \$10K Grant	10,000	10,000	10,000	0	10,000	10,000	0%	
557.30.44.15	Autumn Leaf Special \$5K Grant	5,000	5,000	5,000	0	5,000	5,000	0%	
557.30.44.16	LWSC \$20K Special Grant	20,000	20,000	20,000	0	20,000	20,000	0%	
557.30.47.00	Utilities - Street Cans	33,745	36,062	36,148	18,501	38,112	39,255	5%	Likely not charging full cost-hard to track
557.30.47.01	Utilities - Restrooms	30,299	30,762	39,441	15,897	43,385	47,724	10%	GF - Parks = \$40K
557.30.47.02	Utilities - Icicle Station	15,157	7,556	15,000	4,539	10,000	10,000	-33%	
557.30.48.00	Repairs & Maintenance	8,366	1,071	5,000	4,644	5,000	5,000	0%	
557.30.48.01	Dntwn Floral Hanging Baskets	0	22,868	22,000	23,796	19,000	19,000	-14%	
557.30.48.02	Hanging Baskets Soil/Fertilizer	0	2,919	3,000	0	3,000	3,000	0%	
	TOTAL COMMUNITY SERVICES	1,506,496	1,571,881	1,989,018	593,477	1,543,532	1,637,877	-22%	
	Non Expenditures								
584.00.00.02	Purchase of Investments (keep for future use)	0	0	0	0	0	0	#DIV/0!	
	TOTAL NON-EXPENDITURES	0	0	0	0	0	0	#DIV/0!	
	Debt Service								
591.75.71.02	Debt Redemp-Prin/13 GO Bond	90,000	95,000	95,000	0	105,000	110,000	11%	

104 LODGING TAX FUND

BARS CODE	Description	2018 Actual	2019 Actual	2020 Amended Budget	2020 To Date Actuals Thru 6/30/2020	2021 Proposed	2022 Proposed	% Change from 2020 Amended Budget to 2021 Proposed Budget
592.75.89.00	Other Debt Service Costs	300	300	300	0	300	300	0%
592.75.89.02	Debt Redemp-Int/13 GO Bond	44,831	42,131	39,282	19,640	36,432	33,282	-7%
	TOTAL DEBT SERVICE	135,131	137,431	134,582	19,640	141,732	143,582	5%
	Capital Expenditures							
594.37.41.06	Garbage Waste Assessment	0	2,045	9,705	0	0	0	-100%
594.42.64.03	Loader Snowblower	0	0	40,000	0	40,000	0	0%
594.73.60.02	Gazebo Construction	0	0	0	0	50,000	0	#DIV/0!
594.73.60.03	Tourism Capital Imp. Funding Program	13,015	22,907	30,000	1,395	30,000	30,000	0%
594.73.60.04	DOE Solar/Energy Grant Project	0	0	0	0	0	0	#DIV/0!
594.76.63.20	Way Finding Signage (Hwy2 & Pedes)	1,500	0	10,000	0	5,000	5,000	-50%
594.76.64.02	Festhalle/Lions Park Lighting	0	0	0	0	0	0	#DIV/0!
594.76.64.05	Mai Pole Replacement	0	0	0	0	0	0	#DIV/0!
594.76.64.06	Recycle Cans for Downtown Tourism	0	0	0	0	0	0	#DIV/0!
594.76.64.07	Garbage Cans for Downtown Tourism	0	9,400	0	0	0	0	#DIV/0!
594.76.65.00	Golf Course Capital Funding (50% match Req.)	8,657	0	15,000	0	15,000	15,000	0%
594.76.65.01	Bike Pump Park - Enchantment	0	0	0	0	0	0	#DIV/0!
594.76.65.02	Ski Hill Water Access	397	0	0	0	0	0	#DIV/0!
594.76.65.03	Downtown Tourist Plaza	0	0	0	0	0	0	#DIV/0!
594.76.65.04	Skatepark 1/4 Tourist Portion Support	0	0	0	0	0	0	#DIV/0!
594.76.65.06	Front Street Restroom Expansion	8,409	1,105	27,190	10,819	400,000	0	1371% GF?,W/S = other 50% of \$800k
594.76.65.07	LINK Park-N-Ride Improvements	0	93,137	0	222	0	0	#DIV/0!
594.76.65.08	DOT Parking Lot Improvements	0	0	150,000	0	0	0	-100%
594.76.65.09	Downtown Parking Improvements	0	0	50,000	0	0	0	-100%
594.76.65.10	Festhalle Floor Resurface	0	0	19,000	18,933	0	0	-100%
	TOTAL CAPITAL EXPENDITURES	31,978	128,594	350,895	31,370	540,000	50,000	54%
	Intefund Transfers							
597.47.00.01	Transfer out - To 09 Bond	29,037	0	0	0	0	0	#DIV/0!
597.76.00.35	Transfer out - Transfer Out-To #176 Pool	0	61,045	0	0	0	0	#DIV/0!
	TOTAL INTERFUND TRANSFERS	29,037	61,045	0	0	0	0	#DIV/0!
508.10.01.04	RESTRICTED ENDING FUND BALANCE	300,000	300,000	300,000	300,000	300,000	300,000	0%
508.80.01.04	ENDING FUND BALANCE	678,654	1,212,338	182,766	1,465,414	203,174	232,956	11%
	<b>TOTAL END. FUND BALANCE + EXPENSES</b>	<b>2,681,296</b>	<b>3,411,288</b>	<b>2,957,261</b>	<b>2,409,902</b>	<b>2,728,438</b>	<b>2,364,415</b>	<b>-8%</b>

SUMMARY

TOTAL REVENUES LESS FUND BALANCE	2,058,540	2,432,634	1,444,923	897,564	1,692,492	1,861,241	17%
TOTAL EXPENDITURES LESS FUND BALANCE	1,702,641	1,898,950	2,474,495	644,487	2,225,264	1,831,459	-10%
REVENUES LESS EXPENDITURES	355,898	533,683	(1,029,572)	253,077	(532,773)	29,782	-48%
BEGINNING FUND BALANCE	622,756	978,654	1,512,338	1,512,338	1,035,947	503,174	-32%
<b>GRAND TOTAL: PROJECTED FUND BALANCE</b>	<b>978,654</b>	<b>1,512,338</b>	<b>482,766</b>	<b>1,765,414</b>	<b>503,174</b>	<b>532,956</b>	<b>4%</b>

FINANCIAL POLICY GOAL  
Footnotes:

Minimum Reserve of \$300,000 326% 504% 161% 588% 168% 178%

Restricted Ending Fund Balance - The intention for being restricted is to retain funding for emergency and natural disaster operations and advertising if needed. These funds may only be redirected by a vote of the Council. Council approved per the Financial Policy to maintain \$300,000 as reserved and updated in 2018.

2013 GO Bond - Festhalle Refi/New \$120K for Imp. refinanced in 2013, 25-Year Bond, began in 2004 and will be paid in full in 2028.

Potential Reduction 2020: 450,106 Inc: 50% for xmas security and others highlighted for remaining)

WHY DID WE SEEK ELECTED OFFICE?								
PRIORITY AREAS PREVIOUSLY SET BY COUNCIL	CW	MB	SW	CS	JL	ZR	AH	CF
1. Revenue and Fiscal Health	Negotiate contracts wisely			Support responsible expenditures (agenda) + invest in community assets	Support downtown economy + invest in natural resources management			Invest in public assets
2. Sound Infrastructure	Parks + recreation	Housing + livable city + rec center		Housing + UGA management + workforce development	WUI coding +	Livable community + housing + river + Meadowlark + manage traffic	Affordable housing to help our workforce and rental residents gain the ability to live here and own. Implement Housing Action Plan.	Housing + rethink seasonal downtown structure
3. Economic Development Growth and Vitality	Parking garage + public safety	Business opportunities + robust economy + housing	Engage all sectors of the economy	Balanced growth + sustainable development	Support downtown core + identify resources for businesses + Meadowlark and other opportunities for housing	Manage traffic	Sustainable development: Innovations in our code to encourage thoughtful, responsible, creative development opportunities. Effective infill opportunities. Review the UGA challenges we currently have with regard to future development and future annexation; where do we really want to grow and how that looks	Community based economic development + intentional development + economic diversity ( industrial uses)
4. Transparency and Accountability	Equitable, fair grantmaking process + public engagement	Robust engagement	Community engagement + promote collaborative work +	Represent downtown and residents + accountable government		Community engagement + open up dialogue + communications plan	Transparency in communication with our community; businesses, residents, visitors.	Protect public assets
5. Community Building	Public safety + parking balance +	Improve communication (internal/external) + represent diverse interests from employees, residents, merchants	Diversity matters for building community + Osborn		Focus on health and safety + fire safety	Listen all voices + educate + adopt communications plan + traffic solutions	Increased community involvement via new ways to better connect: new website, live stream, social media. Balance between businesses and residents focus: better ways to communicate needs and desires and help all feel like they are being heard. Environmentally friendly: Downtown recycling, Residential and business composting. Revisit Jason's potential opportunity. (Most of our visitors already recycle and compost in daily life)	Sustainable community + community driven + engagement + hear all perspectives
6. 2020 OTHER	OSBORN ACQUISITION AND VISIONING + MEADOWLARK + COMMUNICATION PLAN/STRATEGY + INCREASE STAFF CAPACITY + NATURAL RESOURCES STEWARDSHIP + EVENTS MANAGEMENT							



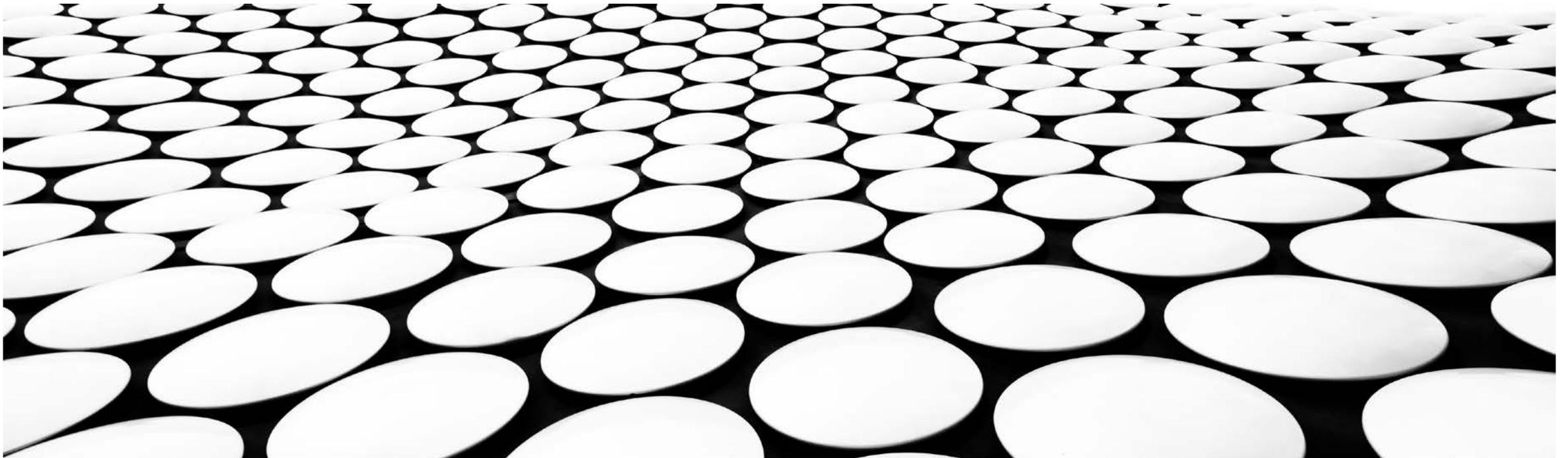






# **DOWNTOWN PAID PARKING PROGRAM**

2020



# AGENDA

DISCUSS PROPOSED PARKING RATES/Q&A

DISCUSS EMPLOYEE PARKING/Q&A

6:00 PM

6:30 PM

7:00 PM

DISCUSS PROPOSED RESIDENTIAL PARKING  
DISTRICTS/Q&A



## WHY PAID PARKING?

- Get the right parker in the right stall
- Open up parking for customers by providing appropriate options for employees
- Use data/revenue for future parking options (i.e. garage)
- Capture revenues in the downtown to fund future parking related infrastructure



## WHAT IS BEING PROPOSED

- New parking meters and sensors in the downtown core
  - Will be installed by November
  - Activation will be determined by Washington's Phase Reopening Approach
- Resident parking districts
  - To coincide with paid parking meters
- Employee options
  - To coincide with paid parking meters

# PARKING DEMAND BY SEASON

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEPTEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

# PROPOSED RATES FOR PARKING LOTS

PARKING LOT RATE STRUCTURE: NO OVERNIGHT PARKING ALLOWED					
DEMAND	HRLY RATE	MAX PER DAY	HRS OF OP	CITATION	PARKING LOT
A	\$ 3.00	\$ 30.00	7:00 A.M - 3:00 A.M.	\$ 50.00	High Demand: Holiday, Festival, Prime Weekend
EARLY BIRD A	\$ 3.00	\$ 25.00	ENTER BEFORE 10 A.M.	\$ 50.00	High Demand: Holiday, Festival, Prime Weekend
B	\$ 2.00	\$ 20.00	7:00 A.M - 3:00 A.M.	\$ 50.00	Regular Weekend
C	\$ 1.50	\$ 15.00	7:00 A.M - 3:00 A.M.	\$ 50.00	Regular Weekday
D	\$ 1.00	\$ 10.00	7:00 A.M - 3:00 A.M.	\$ 50.00	Low Demand Weekday
E	\$ -	\$ -			No Fee
RV PARKING		\$ 30.00	7:00 A.M - 3:00 A.M.	\$ 50.00	WEST LOT

# PROPOSED RATES FOR STREET PARKING

STREET METER RATE STRUCTURE					
DEMAND	HRLY RATE	MAX PER DAY: 3 HRS	HRS OF OP	CITATION	PARKING LOT
A	\$ 3.50	\$ 10.50	9:00 A.M.- 8:00 P.M	\$ 50.00	High Demand: Holiday, Festival, Prime Weekend
B	\$ 3.00	\$ 9.00	9:00 A.M.- 8:00 P.M	\$ 50.00	Regular Weekend
C	\$ 2.50	\$ 7.50	9:00 A.M.- 6:00 P.M	\$ 50.00	Regular Weekday
D	\$ 2.00	\$ 6.00	9:00 A.M.- 6:00 P.M	\$ 50.00	Low Demand Weekday
E	\$ 1.00	\$ 3.00	9:00 A.M.- 6:00 P.M	\$ 50.00	No Fee?

# PROPOSED RESIDENTIAL PARKING DISTRICTS

- 60% of residents in a defined area may form a District by petitioning the City Council
- Districts will have parking restrictions (i.e. days, hours, exemptions)
- Once established, all residents in the District will submit application to secure “permits”
- Permit will permanently attach to a vehicle
- Applicant must prove residency
- Fee per residence: 1<sup>st</sup> permit is free; 2<sup>nd</sup> permit is \$25; third and fourth permits are \$50 each
- District will limit non permitted parking to two hours
- City may issue temporary permits (for events, for example) from 24 hours to 7 days
- Permit is good for 12 months
- Permit is transferable from one vehicle to another for \$25 per transfer

## EMPLOYEE PARKING OPTIONS

- Reserved parking: 30 spaces in P2/ \$30 monthly – via Smart Card.
- Reserved parking: 15 spaces in P4/ \$45 monthly – via Smart Card.
- M-F - 7 a.m. to 3 a.m.
- City Pool Parking: 72 spaces/ no fee. First come basis.
- West Lot: 100 spaces/ no fee. First come basis.
- Link Park & Ride HWY 2: 43 spaces/ no fee. First come basis.
- Link Park & Ride Willkommen Village: 90 spaces/no fee. First come basis.
- TOTAL: 45 RESERVED; 305 FIRST COME.
- mySTOP mobil app – Link Transit trip planning on your phone

## Reserved Pilot Parking Program

The City of Leavenworth has implemented a Reserved Parking Pilot Program to assist in addressing employee and employer parking issues. The pilot program is limited to fifteen (15) reserved parking spaces at Parking Lot P4 and thirty (30) reserved parking spaces at Parking Lot P2. With the purchase of a reserved parking permit, a specific parking location is reserved for your vehicle within the parking area, Monday—Friday, 7:00 AM—7:00 PM. Reserved parking spaces are individually signed and use is monitored by Pacific Security patrols.

### RESERVED PARKING FEES

Location	Monthly Fee	6 Month Fee
P2	\$30	\$180
P4	\$45	\$270

<https://cityofleavenworth.com/reserved-parking-permit-pilot-program/>

### P5—City Pool Parking Lot

- 694 US Highway 2
- No Fee
- City Lot with 72 Parking Spaces
- Walking Distance: 2 Blocks, across the street from Downtown
- No time limit for the remainder of the year; first come first served
- 2 Hour time limit during pool season

### P6—WSDOT Lot—Open 8/1/2020

- 90 Mill Street at US Highway 2
- No Fee
- City Lot with 100 Parking Spaces
- Walking Distance: 1/2 mile west of Downtown
- No time limit on parking; first come first served
- Shuttle available every 15 minutes

### Link Park & Ride—Hwy 2

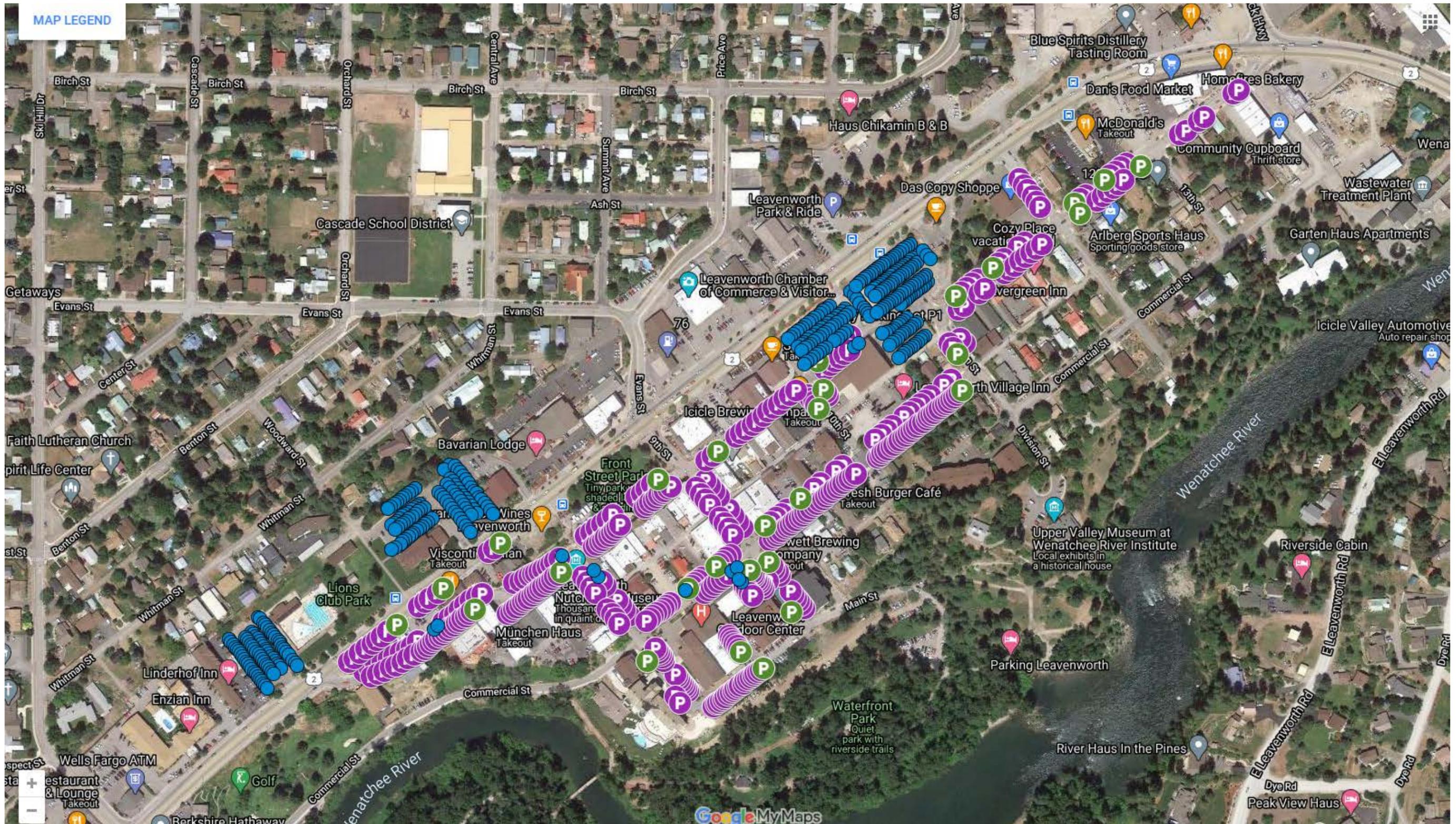
- 990 US Highway 2
- No Fee
- Public Lot with 43 Parking Spaces
- Walking Distance: 1 Block, across the street from Downtown
- No time limit on parking; first come first served
- Shuttle available every 15 minutes

### Link Park & Ride at Willkommen Village

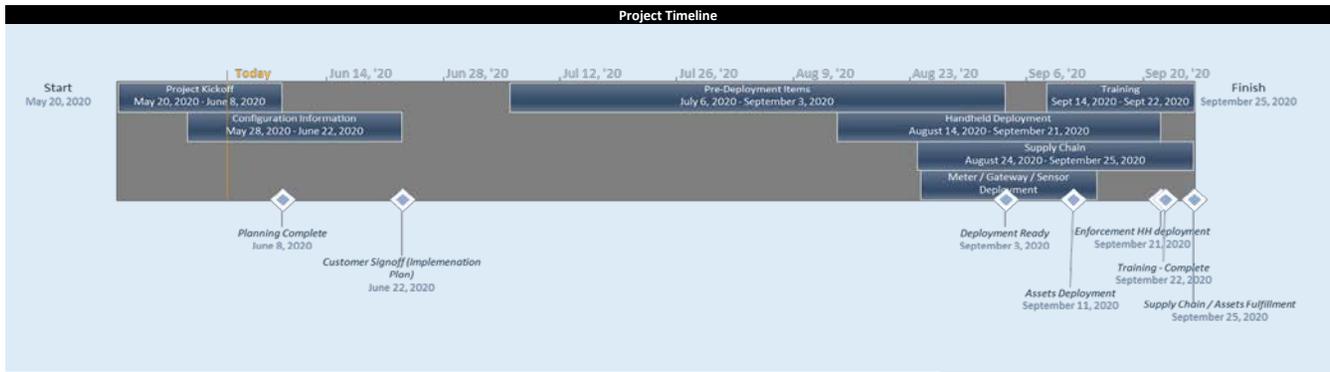
- Willkommen Village, behind Safeway
- No Fee
- Public lot with 90 Parking Spaces
- Walking Distance: 1 Mile east of Downtown
- No time limit on parking; first come first served
- This 90 space Park & Ride facility will be served by Link Route 22 running between Wenatchee and Leavenworth, and the Route D, a shuttle operating through Leavenworth to the west end of town.
- Shuttle available every 15 minutes

### mySTOP Mobil App





<https://www.google.com/maps/d/edit?mid=1UrIXdJx99aECip-z0cXJMjooEKf-8aeZ&usp=sharing>



Summary tasks - High level						
WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
<b>1</b>	<b>Project Kickoff</b>	<b>108 hrs</b>		<b>20-May-20</b>	<b>8-Jun-20</b>	
1.1	Outline the Project Scope and Plan	48 hrs	20-May-20	27-May-20		David
1.1.1	Project Kick off Discussion	64 hrs	27-May-20	5-Jun-20		David
1.1.1.1	Meter Housing	10 hrs	27-May-20	28-May-20		
1.1.1.2	SSM Meter, Sensors & Gateway	10 hrs	28-May-20	29-May-20		4
1.1.1.3	Enforcement Handhelds	10 hrs	29-May-20	1-Jun-20		5
1.1.1.4	Flowbird Meters	10 hrs	1-Jun-20	2-Jun-20		6
1.1.1.5	PEMS system	10 hrs	3-Jun-20	4-Jun-20		7
1.1.1.6	ParkMobile PBC Integration	10 hrs	4-Jun-20	5-Jun-20		8
1.2	Acceptance of plan by customer	8 hrs	5-Jun-20	8-Jun-20		9 Customer
1.3	Resource Planning and Assignment	60 hrs	27-May-20	5-Jun-20	4SS	David
1.4	Planning Complete	0 hrs	8-Jun-20	8-Jun-20		10
<b>2</b>	<b>Configuration Information</b>	<b>142 hrs</b>		<b>28-May-20</b>	<b>22-Jun-20</b>	
2.1	Meter / Sensor / Gateway configuration documents	72 hrs	28-May-20	3-Aug-20	5SS	David
2.2	Enforcement configuration documents	40 hrs	28-May-20	20-Aug-20	5SS	Kirk
2.3	PEMS Assets Map	20 hrs	29-May-20	3-Aug-20	6SS	David
2.4	Customer signoff - Gateway plan	8 hrs	3-Jun-20	1-Sep-20		16 Customer
2.5	Customer signoff - Enforcement ticketing proof	8 hrs	18-Jun-20	1-Sep-20		Customer
2.6	Customer Sign off - Flowbird implementation	8 hrs	18-Jun-20	1-Sep-20	18SS	Customer
2.7	Implementation start date - Review	8 hrs	18-Jun-20	1-Sep-20	18SS	David
2.8	Customer Sign off Implementation Plan	16 hrs	19-Jun-20	1-Sep-20		20 Customer
2.9	Customer Signoff (Implementation Plan)	0 hrs	22-Jun-20	22-Jun-20		21
<b>3</b>	<b>Supply Chain</b>	<b>200 hrs</b>		<b>24-Aug-20</b>	<b>25-Sep-20</b>	
3.1	CS Meter	40 hrs	24-Aug-20	9-Sep-20	45SS	David
3.2	CS Sensor Delivery	40 hrs	24-Aug-20	9-Sep-20	45SS	David
3.3	Gateway Delivery	40 hrs	24-Aug-20	9-Sep-20	45SS	David
3.4	Housing/LNG Domes Delivery	40 hrs	24-Aug-20	9-Sep-20	45SS	David
3.5	SIM / Battery / Chargers Delivery/Audit Card/Collection Card/Decals	40 hrs	24-Aug-20	9-Sep-20	45SS	David
3.6	Enforcement Handheld Delivery	40 hrs	21-Sep-20	25-Sep-20		Kirk
3.7	Citation Paper Delivery	40 hrs	21-Sep-20	25-Sep-20		Kirk
3.8	Flowbird Meters Delivery	40 hrs	24-Aug-20	28-Aug-20		David
3.9	ParkMobile Brochure Review & Set up	40 hrs	24-Aug-20	28-Aug-20		David
3.1	PayByPhone Brochure Review Set up					
3.11	Supply Chain / Assets Fulfillment	0 hrs	25-Sep-20	25-Sep-20		30
<b>4</b>	<b>Pre-Deployment Items</b>	<b>346 hrs</b>		<b>6-Jul-20</b>	<b>15-Sep-20</b>	
4.1	Load Meter Inventory in PEMS	44 hrs	6-Jul-20	15-Aug-20		Customer Complete
4.2	Occupancy Map URL	44 hrs	6-Jul-20	1-Sep-20	35SS	Customer Complete
4.3	Map Assets to PEMS	44 hrs	6-Jul-20	15-Aug-20	35SS	
4.4	ParkMobile API Integration	40 hrs	13-Jul-20	15-Sep-20		35
4.5	Flowbird API Integration	40 hrs	13-Jul-20	15-Sep-20		35
4.6	Enforcement Last Second Check integration	40 hrs	20-Jul-20	27-Sep-20		39
4.7	PayByPhone API Integration		13-Jul-20	15-Sep-20		
4.8	Sensor block deployment plan approved	84 hrs	6-Jul-20	1-Sep-20	35SS	David
4.9	Review Enforcement HH Configurations	150 hrs	20-Jul-20	15-Sep-20		41
4.1	Set up Heartland payment gateway	150 hrs	20-Jul-20	1-Sep-20		41
4.11	Review Commissioning and Sign off Process	8 hrs	1-Sep-20	15-Sep-20	43FS+1 day	
4.12	Batteries Charged	64 hrs	8-Sep-20	15-Sep-20	42FS+6 days	
4.13	Deployment Ready	0 hrs	3-Sep-20	3-Sep-20		45
<b>5</b>	<b>Meter / Gateway / Sensor Deployment</b>	<b>120 hrs</b>		<b>24-Aug-20</b>	<b>30-Oct-20</b>	
5.1	Install gateways	32 hrs	14-Sep-20	15-Sep-20		David
5.2	Core Drilling	40 hrs	14-Sep-20	15-Sep-20	45SS	David
5.3	Install housings and Meters ( 50 a day)	40 hrs	14-Sep-20	21-Sep-20	45SS	David
5.4	Install sensors ( 60 a day)	80 hrs	14-Sep-20	30-Sep-20		50 David
5.5	Install Flowbird meters	80 hrs	14-Sep-20	30-Sep-20	45SS	Flowbird
5.6	Commissioning and Sign off	34 hrs	30-Sep-20	30-Oct-20		52 David
	CivicSmart Meters					
	Flowbird Kiosks					
	PayByPhone					
	ParkMobile					
5.7	Assets Deployment	0 hrs	11-Sep-20	11-Sep-20		53
<b>6</b>	<b>Handheld Deployment</b>	<b>214 hrs</b>		<b>14-Aug-20</b>	<b>21-Oct-20</b>	
6.1	Test HH enforcement HH	8 hrs	21-Sep-20	30-Sep-20		42 Kirk
6.2	Revise software based on client feedback	132 hrs	30-Sep-20	15-Oct-20	42FS+5 days	Kirk
6.3	Obtain customer software approval	8 hrs	30-Sep-20	15-Oct-20		57 Kirk
6.4	Finalize software install package	34 hrs	15-Oct-20	16-Oct-20		57 Kirk
6.5	Review Support and Issue Tracking Plan	8 hrs	15-Oct-20	21-Oct-20		59 Kirk
6.6	Enforcement HH deployment	0 hrs	21-Sep-20	21-Sep-20		60
<b>7</b>	<b>Training</b>	<b>48 hrs</b>		<b>14-Sep-20</b>	<b>22-Oct-20</b>	
7.1	Meter / Sensor / Gateway training	8 hrs	14-Sep-20	21-Sep-20	59SS	David
7.2	Hand-held training	8 hrs	21-Sep-20	15-Oct-20	69FS+2 days	Kirk
7.3	PEMS training	8 hrs	21-Sep-20	21-Sep-20	59SS	David

